

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Intergovernmental Agreement with the City of Estacada and the
Community Development Division for
CDBG Funding for an ADA Ramp at Main & NE 6th intersection

Purpose/ Outcome	The Community Development Block Grant (CDBG) will allow for construction of ADA ramps and widening of a crosswalk at the intersection of Main & 6 th Street.
Dollar Amount and Fiscal Impact	CDBG funds of \$110,000 as a grant for community partnership. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development CDBG funds
Duration	Upon signature to June 30, 2021
Previous Board Action/ Review	No previous Board action.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
Counsel Review	The Intergovernmental agreement was reviewed and approved by County Counsel 1. August 4, 2020 2. KR & AN
Procurement Review	1. Was the item processed through Procurement? <i>yes</i> <input type="checkbox"/> <i>no</i> <input type="checkbox"/> 2. Item is an IGA
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	H3S 9806

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement for the purpose to improve crosswalks and public safety for the City of Estacada in Clackamas County, OR. In 2019 the City of Estacada applied for Community Development Block Grant (CDBG) funding to improve connecting streets owned by the City.

PROJECT OVERVIEW: The work to be performed will be for the reconstruction of roadway surface of Main Street intersecting with NE 6th Avenue for improved pedestrian safety to the Public-Right-Of-Way. This Agreement further provides for demolition of old surfaces, adding new curbs and sidewalks, grading for new American's with Disabilities Act (ADA) ramps and storm water conveyance systems.

This project meets the requirements of the U.S. Department of Housing and Urban Development Office (HUD) requirements for a National Objective by using CDBG funds.

RECOMMENDATION: We recommend the approval of this Intergovernmental Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 Jordney A. Cook, HHS Deputy / FOR

Richard Swift, Director
Health, Housing Human Services

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

#9806

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the City of Estacada ("City"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The County, by and through its Community Development division, and City intend to engage in a project (the "Project") to improve crosswalks connecting streets owned by City and described as intersection of Main Street and NE 6th Avenue, Estacada, Oregon ("Property").

The work to be performed as part of the Project includes the following: for the reconstruction of roadway surface of Main Street intersecting with NE 6th Avenue for improved pedestrian safety to the Public Right-Of-Way. This Agreement further provides for demolition of old surfaces, adding new curbs and sidewalks, grading for new Americans with Disabilities Act ("ADA") ramps and storm water conveyance system as part of the reconstruction work. The project is located in the City of Estacada. The City will determine the full scope of work with their hired engineer and inform the County of the scope of work prior to bidding all components of the work. These improvements are herein referred to as the "Project."

The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. City will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and will coordinate with County and any third party the County contracts with to complete the Project. The Project is named the ADA Ramp Main Street & NE 6th Avenue Project.

The Project meets the U.S. Department of Housing and Urban Development Office ("HUD") requirements for a National Objective, by using federal Community Development Block Grant ("CDBG") funds to the County's Low-Mod-Area ("LMA"). In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A.
3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project in a sum not to exceed One Hundred Ten Thousand Dollars (\$110,000.00)

("CDBG Funds"). The CDBG Funds will be paid directly to any contractor hired by County to construct the Project ("Contractor") upon full execution of a construction contract. The City agrees to pay all amounts in excess of the CDBG Funds necessary to complete the Project, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The County will not pay for 100% of a Construction Project using CDBG funds. The County has adopted the strategy of requiring partner agencies (public and private) to provide a minimum 20% of the Project costs in matching contributions (the "Match Contributions") for a construction project. This financially supports the full funding of proposed construction projects. Match Contributions become part of the Project budget, subject to the County's review and approval. The City may submit match expenditures as part of their 20% contribution toward the Project's costs. Match expenditures may include the following: assigned City staff time (hourly rate and benefits), materials, purchased products and equipment owned or rented by the City.

The parties anticipate that the total costs of completing the Project will not exceed the estimated sum of \$150,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and City agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

4. **Payment.** The Contractor will submit monthly invoices jointly to the City and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to the Contractor directly following the County's review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG funds will be used first to pay the Contractor. The City funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, the City will pay the County any amounts that are or will be due and owing to complete the Project. The County will invoice the City for the balance of the Project funds. The County will reconcile all construction project funds through the completion of the Work. The County is not responsible for, and will not pay, any amount in excess of the \$110,000 of CDBG funds. The City is solely responsible for payment of any amounts necessary to complete the Project in excess of the \$110,000 of CDBG funds.
5. **Representations and Warranties.**
 - A. *City Representations and Warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the City may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The County and City will work together to avoid terminating the Agreement to construct the Project, by bidding the Project, receiving and reviewing the bid amounts. If the County receives bids that are above the allocated budgeted funds, the County and City will jointly decide to not move forward with the Construction Project. The County will send out notice to Contractors that bids are all above the budgeted funds and the Project will be canceled.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

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

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

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Any Council or their designee will act as liaison for the County.

Contact Information:

Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045
acouncil@clackamas.us

Denise Carey or their designee will act as liaison for the City.

Contact Information:

City of Estacada
P.O. Box 958
Estacada, OR 97023
carey@cityofestacada.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** City shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. City shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, City shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and/or copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** City shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve City of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- M. **Survival.** All provisions in sections 3, 4, 5, 7 and 10(A), (C), (D), (E), (F), (G), (H), (J), (N), (O), and (R) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.
- Q. **Confidentiality.** City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses

[Signatures on Following Page]

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

Clackamas County


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

Richard Swift, Director
Health, Housing & Human Services
Department

Date

City of Estacada

Council President, Katy Dunsmuir
Councilor, Justin Gates
Councilor, Jerry Tenbush
Councilor, K.C. Spangler



Sean Drinkwine, Mayor
City of Estacada

July 27, 2020

Date

County Counsel



Approved to Form

8/4/20

Date

Exhibit A

SCOPE OF WORK

City Responsibilities:

- A. Under this Agreement, the responsibilities of the City shall be as follows:
1. The City shall provide all necessary supervisory and administrative support to assist the County with the completion of the Project, including providing all necessary authorizations and approvals, consistent with applicable law, for use of the Property as may be necessary to complete the Project.
 2. The City shall obtain any easements or approvals necessary to allow access onto private property through the course of the Project. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"). If assistance is needed for URA guidance, the County has a Right-Of-Way Acquisition Specialist.
 4. The City shall provide primary authority for the rehabilitation of the Project. This shall include; providing all material specifications to bid the Project, as well as review and approval of the County's Project manual prior to release to the public to obtain bids.
 5. The City shall provide oversight for the construction in partnership with the County for the Project. Such services shall be provided at no cost to the County provided, however, that nothing herein shall be construed as creating a contractual relationship between the City and Contractor. The City shall solely be a third party beneficiary under any contract between County and Contractor.
 6. The City shall require a permit for all bid items for the Project, prior to the Contractor starting any work on the property.
 7. The City shall review and approve all Contractor invoice(s) for the Project, prior to the County's review and approval for payment to the Contractor, through the County Finance Department.
 8. The City shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the City as provided by CDBG requirements.
 9. The City shall complete and submit a Performance Measures Report following completion of the Project, attached as Exhibit B-1 and incorporated by reference.

10. The City shall complete and submit a Matching Funds Report following completion of the Project, attached as Exhibit B-2 and incorporated by reference.
11. Any need to reference the HUD Income Limits for the area related to the Project is below:

HUD 2020 Annual Income Limits for the Portland-Vancouver Metropolitan Area								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$32,250	\$36,850	\$41,450	\$46,050	\$49,750	\$53,450	\$57,150	\$60,800
Low Income	\$51,600	\$59,000	\$66,350	\$73,700	\$79,600	\$85,500	\$91,400	\$97,300

12. The City shall comply with the requires following completion of the Project, Change of Use, Excerpt from 24 CFR 570.505, use of real property, attached as Exhibit B-3 and incorporated by reference.
13. Upon completion of the Project, the City agrees to maintain ownership of the property for the life of the Project.
14. The City shall pay any amounts incurred as part of the Project, whether by the Contractor or other party, in excess of the \$110,000 of CDBG funds provided by the County.

County Responsibilities:

A. Under this Agreement, the responsibilities of the County will be as follows:

1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the City, will approve changes, modifications, or amendments as necessary to serve the public interest.
2. The County shall include the City as a third party beneficiary under the construction contract with Contractor for construction of the Project.
3. The County will assign a Project Coordinator to perform the following duties:
 - a. Provide Project Manual with City and County Documents and Bid the Project;
 - b. Write and send the Intent to Award Notices for the Project to all bidders;
 - c. Hire the lowest responsive/ responsible Contractor and prepare documents for the Board of County Commissioners approval;

- d. Issue the Notice to Proceed to Contractor and hold a Pre-Construction Meeting with applicable members;
 - e. Process Pay Request using CDBG funds and City funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon, U.S. Department of Housing and Urban Development (“HUD”) Federal Labor Standards Provisions as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD required Project Close-Out Documents; and
 - h. Release Retainage to Contractor will occur only after the County and the City approve and sign-off on Project after the scope of work has been completed.
 - 4. The County agrees to provide and administer available Federal Community Development Block Grant (“CDBG”) funds (CFDA 14.218) granted by HUD to finance the Project.
 - 5. The County shall conduct necessary environmental reviews described in 24 CFR 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 - 6. The County shall provide reasonable and necessary staff for administration of the Project.
- B. The County and City agree to jointly review and approve all design, material selection, and contract documents for the Project.

Exhibit B-1

PERFORMANCE MEASURES REPORT

FOR THE PERIOD: JULY 1, 2020 TO JUNE 30, 2021

Project Name: ADA Ramp Main Street & NE 6th Avenue Project

The Service Area for this project is contained within Census Tract _____ Block Group
__ of the City of Estacada portion of this Block Group is _____% Low- and Moderate-
Income.

Choose all that apply:

- # of persons _____ with new access to this Public Facility or Infrastructure Improvement
- # of persons _____ with improved access to Public Facility or Infrastructure Improvement
- # of persons _____ with access to this type of Public Facility or Infrastructure
Improvement that is No Longer Substandard.

Total Number of persons assisted: _____

See Attached
Project Map Area:

Other benefits to the service area:

Signature

Date

Organization

Project Map Area

Google Earth



Exhibit B-2

CDBG PROJECT MATCHING FUNDS REPORT

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the ADA Ramp Main Street & NE 6th Project:

FY 2020-21 CDBG Funds	\$110,000 (max.)
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SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$10/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other	\$ _____

Prepared By: (Print name)

Signature

Date

Exhibit B-3

CHANGE OF USE

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in 570.208 (**formerly 570.901**) and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504(b) (4) or (5), as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with AntFarm, Inc to provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Sandy and Estacada

Purpose/Outcome	AntFarm was selected through a competitive process to provide coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County (Sandy and Estacada). The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse.
Dollar Amount and Fiscal Impact	\$75,000 Catalogue of Federal Domestic Assistance (CFDA) #16.842 No County General Funds are involved. No match required.
Funding Source	U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842)
Duration	Effective date August 1, 2020 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/30/20, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S9808

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with AntFarm, Inc. Rural Opioid Prevention and Early Screening (ROPES) programming will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

This Grant agreement is funded through SAMHSA and provides funding for services starting on August 1, 2020 and terminates September 30, 2021. This agreement has a maximum value of \$75,000.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Deputy Director". The signature is stylized and cursive.

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
FEDERAL SUBRECIPIENT GRANT AGREEMENT 21-001**

Project Name: RURAL OPIOID PREVENTION & EARLY SCREENING ("ROPES")

H3S Contract Database Number: **9808**

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

Clackamas County Data

Grant Accountant: Mike Morasko

Program Manager: Elizabeth White

Clackamas County Finance
2051 Kaen Road
Oregon City, OR 97045
(503) 650-5435
mmorasko@clackamas.us

Children, Family & Community Connections
112 11th St.
Oregon City, OR 97045
503-709-2961
ewhite@clackamas.us

Subrecipient Data

Finance/Fiscal Representative:

Program Representative:

Two Foxes Singing (Nunpa)

Two Foxes Singing (Nunpa)

AntFarm Inc.
39140 Proctor Blvd
Sandy, OR 97055
(971) 275-2893
nunpa@antfarmyouthservices.com

AntFarm, Inc.
39140 Proctor Blvd
Sandy, OR 97055
(971) 275-2893
nunpa@antfarmyouthservices.com

DUNS: 833059673

RECITALS

Problem: Youth substance use and abuse is a significant problem in rural Clackamas County. Children, Family and Community Connections ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to develop an effective, data-driven response to improve public safety of children, youth, and families impacted by the opioid crisis, through the Opioid Affected Youth Initiative ("OAYI"). The partnership with SUBRECIPIENT will provide early screening for opioid and other substance misuse, assessment services and early intervention services to middle and high school age youth in rural Clackamas County.

SUBRECIPIENT will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

SUBRECIPIENT is a not-for-profit agency that supports young people, families, adults, and communities to develop health and happiness through the discovery of hope.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **August 1, 2020** and shall expire on **September 30, 2021**, 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 carry out 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 OJJDP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$75,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **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 Section 7.
9. **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 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% of modified total direct costs for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement

should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.

- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a

nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Juvenile Justice and Delinquency Prevention access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2018-YB-FX-K007, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **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 grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" 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 federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **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.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

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

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Subrecipient Statement of Program Objectives
- Exhibit B – Subrecipient Program Budget
- Exhibit C – Lobbying Certificate
- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Monthly/Quarterly/Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Clackamas County Children, Family and Community Connections REQUIRED SUBRECIPIENT AGREEMENT PROVISIONS
- Exhibit I – Insurance

(Signature Page Follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

AntFarm
39140 Proctor Boulevard
Sandy, OR 97055
503-668-9955

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

Signing on Behalf of the Board:

By:  07/30/2020
Nunpa (two foxes singing) Date

Rod Cook, Associate Director Date
Health, Housing & Human Services

Approved Budget and Work Plan:

 August 3, 2020
Adam Freer, Director Date
Children, Family & Community Connections

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant agreement with Northwest Family Svcs to provide Youth Opioid Prevention & Early Screening for Rural Clackamas County in Canby and Molalla

Purpose/Outcome	Northwest Family Services (NWFS) was selected through a competitive process to provide coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County (Canby and Molalla). The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse.
Dollar Amount and Fiscal Impact	\$75,000 Catalogue of Federal Domestic Assistance (CFDA) #16.842 No County General Funds are involved. No match required.
Funding Source	U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842)
Duration	Effective date August 1, 2020 and terminates on September 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/30/20, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 562-676-7675
Contract No.	H3S9809

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant agreement with Northwest Family Services. Rural Opioid Prevention and Early Screening (ROPES) programming will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

This Grant agreement is funded through SAMHSA and provides funding for services starting on August 1, 2020 and terminates September 30, 2021. This agreement has a maximum value of \$75,000.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy / For

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT #21-002	
Project Name: RURAL OPIOID PREVENTION & EARLY SCREENING (ROPES) H3S Contract Database Number: 9809	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services ("COUNTY"), and Northwest Family Services ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
Clackamas County Data	
Grant Accountant: Mike Morasko	Program Manager: Elizabeth White
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 650-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11th St. Oregon City, OR 97045 503-709-2961 ewhite@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Jenna Napier
Northwest Family Services 6200 SE King Road Portland, OR 97222 503-734-6121 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 503-734-0893 jnapier@nwfs.org
DUNS: 612467134	

RECITALS

Problem: Youth substance use and abuse is a significant problem in rural Clackamas County. Children, Family and Community Connections ("CFCC") was awarded a three year US Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to develop an effective, data-driven response to improve public safety of children, youth, and families impacted by the opioid crisis through the Opioid Affected Youth Initiative ("OAYI"). The partnership with Northwest Family Services will provide early screening for opioid and other substance misuse, assessment services and early intervention services to middle and high school age youth in rural Clackamas County.

SUBRECIPIENT will coordinate resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse.

SUBRECIPIENT is a not-for-profit agency that supports young people, families, adults, and communities to develop health and happiness through the discovery of hope.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **August 1, 2020** and shall expire on **September 30, 2021**, 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 carry out 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 OJJDP as provided in their DOJ Grants Financial Guide (<https://ojp.gov/financialguide/DOJ/index.htm>), and in accordance with the regulatory requirements provided at 34 USC 11171-11172 & PL No. 115-141, 132 Stat. 348, 423, which is the source of the grant funding, in addition to compliance with requirements of Title 42 of the Code of Federal Regulations ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$75,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement

have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **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 Section 7.
9. **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 2 CFR Part 200, Subpart D—Post Federal Award Requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in **Exhibit B: Subrecipient Program Budget**. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* rate of 10% of modified total direct costs for indirect cost recovery on the federally-funded portion of this Agreement. This amount is incorporated by reference into SUBRECIPIENT program budget in **Exhibit B: Subrecipient Program Budget**.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment **no later than fifteen (15) days after the end date of this Agreement**. Routine requests for reimbursement should be submitted as specified in **Exhibit D: Required Financial Reporting and Reimbursement Request**.
 - j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
 - k) **Protection of Personally Identifiable Information.** SUBRECIPIENT must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information ("PII") (2 CFR 200.79) within the scope of this

program, or 2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (**Exhibits D & F**), performance (**Exhibit E**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Office of Juvenile Justice and Delinquency Prevention access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY and the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, with each claim for reimbursement for the duration of this award.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention No. 2018-YB-FX-K007, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- v) **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 grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" 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 federal law governing operation of Office of Juvenile Justice and Delinquency Prevention Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work

shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **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.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All

sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, as they pertain to the purchase of goods and services under this Agreement and which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon, subject to ORS Chapter 180), save and hold harmless COUNTY, the Office of Juvenile Justice and Delinquency Prevention, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

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

Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating this Agreement, as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance required in Exhibit I: Insurance.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A – Statement of Program Objectives and Work Plan Quarterly Report
- Exhibit B – Program Budget
- Exhibit C – Lobbying Certificate

- Exhibit D – Required Financial Reporting and Reimbursement Request
- Exhibit E – Final Performance Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Required Subrecipient Agreement Provisions
- Exhibit I – Insurance

(SIGNATURE PAGE FOLLOWS)

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SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Northwest Family Services
6200 SE King Road
Portland, OR 97222
503-546-6377

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

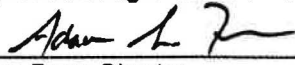
By:  7/29/2020
Rose Fuller, Executive Director

Signing on Behalf of the Board:

Rod Cook, Associate Director Date
Health, Housing & Human Services

Approved to Form:

County Counsel Date

Approved Budget and Work Plan:
 August 3, 2020
Adam Freer, Director Date
Children, Family & Community Connections

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with Oregon Impact
for youth marijuana and substance abuse prevention efforts in Clackamas County.

Purpose/Outcome	Oregon Impact will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, increase awareness of marijuana and other drug effects to youth in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$30,000 for a maximum value of \$90,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2020 through June 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-22-20, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 562-676-7675
Contract No.	CFCC -9095

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Oregon Impact for youth marijuana and substance abuse awareness and prevention programs in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, educate PTA, businesses, city councils and service clubs throughout Clackamas County and incorporate anti-marijuana campaigns. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$30,000 for a maximum value of \$90,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Jay Alab, H3S deputy for". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 20-21)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9122	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 2
Local Recipient: Oregon Impact	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation, adds July 1 '20-June 30 '21 Work Plan, and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$90,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **October 1, 2018** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$30,000 [thirty-thousand dollars]**.

TO READ:

4. Grant Funds. The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000**.

REPLACE:

Exhibit B: Oregon Impact – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Oregon Impact				
Program Name: Youth Substance Abuse Prevention			Contract number: 9122- amend 2	
Program Contact: Gladstone, OR 97027				
Agreement Term: December 1, 2018 to June 30, 2021				
Approved Award Budget Categories	Approved Budget 12/1/18 - 6/30/19	Approved Budget 7/1/19 - 6/30/20	Approved Budget 7/1/20 - 6/30/21	Total Budget
<u>Personnel Services</u>				
.5 FTE @ \$20.00 per hour, 20 hours per week	\$ 20,800.00	\$ 21,400.00	\$ 21,400.00	\$ 63,600.00
Fringe	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 7,200.00
Total Personnel Services	\$ 23,200.00	\$ 23,800.00	\$ 23,800.00	\$ 70,800.00
<u>Administration</u>				
Administration (Limited to 10% of total budget)	3,000.00	3,000.00	3,000.00	9,000.00
<u>Program</u>				
Materials for Business Community Boards			\$ 250.00	\$ 250.00
Materials for Youth Engagement	\$ 1,600.00	\$ 800.00	\$ 1,450.00	\$ 3,850.00
Giveaways for youth	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,800.00
Awards - Community leaders	\$ 300.00	\$ 300.00	\$ -	\$ 600.00
Office supplies	\$ 300.00	\$ 300.00	\$ 300.00	\$ 900.00
<u>Mileage</u>				
Mileage	\$ 800.00	\$ 800.00	\$ 200.00	\$ 1,800.00
<u>Additional (please specify)</u>				
Total Programmatic Costs	\$ 6,800.00	\$ 6,200.00	\$ 6,200.00	\$ 19,200.00
Total Approved Budget	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00

ADD:

Exhibit A-2: Oregon Impact – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Oregon Impact
Activity: Youth Substance Abuse Prevention
Work Plan Period: July 1, 2020-June 30, 2021

Activities/Outputs:	Measures/Outcomes: Outcomes may be measured by on-line surveys, virtual Q&A discussions or quizzes to best meet the health and safety needs of the community.	Reporting Components	July – Sept. 2020	Oct- Dec. 2020	Jan. – March 2021	April – June 2020
February 1, 2021 a minimum of 100 PTA groups representing at least 6 PTA/Teacher Associations located in: Clatsop, Clatskanie, Kamas County. Concentrating on middle schools & charter schools. If unable to participate in person will hold host a live on-line educational presentation on youth substance abuse.	90% of PTA participants will report increased knowledge of the effects of marijuana and other drugs (Survey) 85% of PTAs will promote Youth No-Use Norm (Survey)	# PTA groups engaged # PTA participants reporting an increase in knowledge about the safe storage of cannabis edibles # PTAs promoting Youth No-Use Marijuana Norm				
March 1, 2021, engage a minimum of 50 retail businesses and supply educational materials for display in public spaces and supplemental classroom materials on safe storage of cannabis in West Linn, Clatskanie, Lake Oswego, Milwaukie, Kamas, Oak Grove, and Happy Valley schools.	90% of business participants will report increased knowledge of the effects of marijuana and other drugs. 85% of business participants will promote Youth No-Use Norm	# business approached # individual participants # reporting an increased knowledge about the safe storage of cannabis. # associations promoting Youth No-Use Marijuana Norm				
June 30, 2021, engage a minimum of 6 City Council/Public Meetings with Positive Reinforcement messages. May be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.		# City Council/public meetings/events # Persons in attendance/logged in at each meeting/event				
June 30, 2021, offer “Hands-on Experience” to a minimum of 300 youth in different communities. If unable to hold event in person – Oregon Impact will	85% of youth participants will report increased knowledge about the effects of marijuana and other drugs.	# Youth served. # Communities served # Youth reporting increased knowledge about the effects of drugs/alcohol.				

ie an educational video for students to as part of their educational curriculum.						
---	--	--	--	--	--	--

**Children, Family & Community Connection
Quarterly Work Plan Narrative**

July to September 2020

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

October to December 2020

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

January to March 2021

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

April to June 2021

List businesses, schools, PTAs, local organizations approached and engaged in youth prevention:

Provide any other clarifying information to explain the numbers reported:

Provide any compelling stories/success stories during the quarter:

EXHIBIT A-2 PERFORMANCE REPORTING AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Oregon City Together will submit a Monthly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 30th day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C-1).

The Monthly Activity Report will include the following metrics.

- a) Number of at-risk youth served
- b) Number and type of activities conducted during the month.

Oregon Impact will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • October 1 – December 31, 2020 | due January 15, 2021 |
| • January 1 – March 31, 2020 | due April 15, 2021 |
| • April 1 – June 30, 2020 | due July 15, 2021 |

The Final Performance Report should be submitted no later than July 15, 2020.

In addition to the Quarterly Performance Reports, Oregon Impact must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. Oregon Impact must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPLACE:

Exhibit C-1: Oregon Impact – Request for Reimbursement

WITH:

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
<i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i> <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). 				
Organization: Oregon Impact		Contract #: 9122 - amend 2		
Address: 5427 Glen Echo Ave. Gladstone, OR 97027		Reporting Period:		
Contact Person: Janelle Lawrence Phone Number: (503) 303-4954 E-mail: janelle@oregonimpact.org				
Budget Category	Approved Budget 7/1/20 - 6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel</u>				
.5 FTE @ \$20/hr., 20 hours per week	\$ 21,400.00	\$ -	\$ -	\$ 21,400.00
Fringe - \$200 per month for medical insurance	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Total Personnel	\$ 23,800.00	\$ -	\$ -	\$ 23,800.00
<u>Administration</u>				
Administration - (limited to 10% of total budget)	\$3,000	\$ -	\$ -	\$ 3,000.00
<u>Supplies- Project Costs</u>				
Materials for Business Community Boards	\$ 250.00			
Materials for Youth Engagement	\$ 1,450.00	\$ -	\$ -	\$ 1,450.00
Giveaways for Children	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Awards for Community leaders	\$ -	\$ -	\$ -	\$ -
Office supplies: paper, ink, copies	\$ 300.00	\$ -	\$ -	\$ 300.00
Mileage	\$ 200.00	\$ -	\$ -	\$ 200.00
				\$ -
Total Program	\$ 6,200.00	\$ -	\$ -	\$ 6,200.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and wrllings of Recipient that are pertinent to this Agreement.				

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

AGENCY

Oregon Impact
5427 Glen Echo
Gladstone, OR 97027

By: 
Janelle Lawrence, Executive Director

Date: 7/22/20

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 budget and work plan:


Adam Freer, Director
Children, Family & Community Connections Division

Date: July 28, 2020

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from the
U.S. Department of Housing and Urban Development (HUD), for
Coordinated Housing Access System

Purpose/Outcome	This is a grant renewal from HUD for the purpose providing financial support to Clackamas County's Coordinated Housing Access system
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$31,928
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9823

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant agreement from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 35 different homeless housing and homelessness prevention programs in a centralized manner which is mandated by HUD.

CC-CHA has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. This program is an essential component of a county-wide referral system for housing needs.

The value of this grant agreement renewal is \$31,928. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift - HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0218L0E071904
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$31,928, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0218L0E071904	12 months	07-01-2020 - 06-30-2021	\$31,928
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$29,026
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$2,902
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

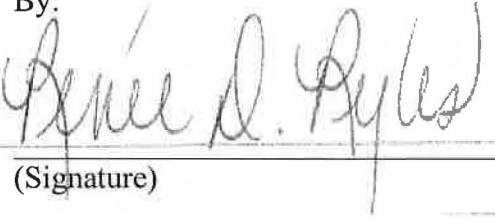
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 23, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

08/19-11/1

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds**

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

Grant Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Lead Department: H3S

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

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

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

Competitive Grant Non-Competing Grant Other
CFDA(s), if applicable: 1/14/1900
Announcement Date: 7/3/2019
Grant Category/Title: NOFA FY2019 CoC Competition
Allows Indirect/Rate: Yes
Application Deadline: 9/30/2018
Grant Start Date: 7/1/2020
Grant End Date: 6/30/2021
Completed By: _____
Pre-Application Meeting Schedule: _____

Funding Agency Award Notification Date: _____
Announcement/Opportunity #: FR-6300-N-25
Max Award Value: \$2,925,000
Match Requirement: 25% for Planning and Admin funds
Other Deadlines: _____
Other Deadline Description: _____
Program Income Requirement: _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)

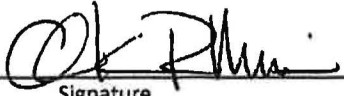
Date

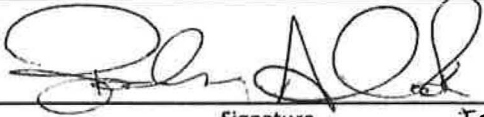
Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins Name (Typed/Printed)	7/25/19 Date	 Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift Name (Typed/Printed)	7/25/19 Date	 Signature <i>FOR REVISION</i>

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker Name (Typed/Printed)	 Date	 Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda Item #: Date:

OR

Policy Session Date:



County Administration Attestation

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing

Purpose/Outcome	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$277,429
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/219 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9820

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

The value of this grant agreement renewal is \$277,429. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal agreement and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Handwritten signature in blue ink that reads "Richard Swift, HHS Deputy for".

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0100L0E071912
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$277,429, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0100L0E071912	12 months	07-01-2020 - 06-30-2021	\$277,429
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$202,860
g. Supportive services			\$62,342
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$12,227
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

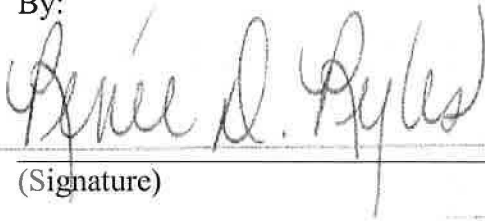
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 23, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

August 1, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development, Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

Grant Application Lifecycle Form

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

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

****CONCEPTION****

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

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

Lead Department: H3S Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

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

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

Competitive Grant Non-Competing Grant Other
CFDA(s), if applicable: 1/14/1900 Funding Agency Award Notification Date: _____
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)


Date


Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins	7/25/19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift	7/25/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda Item #:

Date:

OR

Policy Session Date:



County Administration Attestation

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from Department of Housing and
Urban Development (HUD),
Supportive Housing Program for the Housing Our Heroes Project
for the Purpose of Providing Permanent Supportive Housing to Veterans

Purpose/Outcome	This is a grant renewal from HUD for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$354,621
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9824

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

The value of this grant agreement is \$354,621. The agreement is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, HHS deputy / FOR".

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0217L0E071904
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$354,621, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0217L0E071904	12 months	07-01-2020 - 06-30-2021	\$354,621
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$263,160
g. Supportive services			\$66,884
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$24,577
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

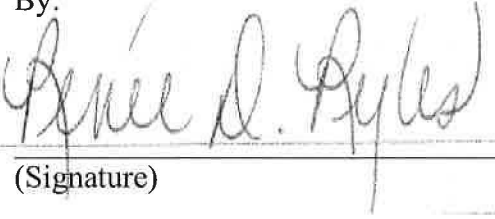
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director
(Typed Name and Title)

June 24, 2020
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

Grant Application Lifecycle Form

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

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

****CONCEPTION****

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

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

Lead Department: H3S Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

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

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

Competitive Grant Non-Competing Grant Other
CFDA(s), if applicable: 1/14/1900 Funding Agency Award Notification Date: _____
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)

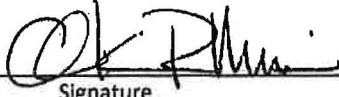
Date


Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins Name (Typed/Printed)	7/25/19 Date	 Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift Name (Typed/Printed)	7/25/19 Date	 Signature FOR NICHOLSON

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda Item #: A.1 Date: 8-1-19

OR

Policy Session Date: /



County Administration Attestation

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

August 20, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Renewal Agreement from the
U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program
for the Rent Well Rapid Re-Housing Program

Purpose/Outcome	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$127,029
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/2019 Approval of Application
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 7/23/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9825

BACKGROUND:

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 15 households will be assisted.

The value of this grant agreement is \$127,029 and it is effective July 1, 2020 through June 30, 2021. This agreement was approved by County Counsel on July 23, 2020.

RECOMMENDATION:

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Handwritten signature in blue ink that reads "Rodney A. Cook, HHS Deputy / For".

Richard Swift, Director
Health, Housing and Human Services Department



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0177L0E071906
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$127,029, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0177L0E071906	12 months	07-01-2020 - 06-30-2021	\$127,029
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$40,716
g. Supportive services			\$78,114
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$8,199
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

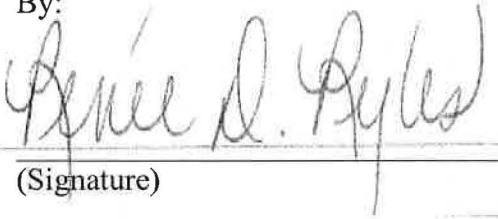
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

June 24, 2020

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

080119-A1



COPY

Richard Swift
Director

August 1, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

Healthy Families. Strong Communities.

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

www.clackamas.us

Grant Application Lifecycle Form

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

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

****CONCEPTION****

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

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

Lead Department: H3S Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/1/2019

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

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

Competitive Grant Non-Competing Grant Other
CFDA(s), if applicable: 1/14/1900 Funding Agency Award Notification Date: _____
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)


Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins Name (Typed/Printed)	7/25/19 Date	 Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift Name (Typed/Printed)	7/25/19 Date	 Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker Name (Typed/Printed)		

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda Item #: A.1

Date: 8-1-19

OR

Policy Session Date: /



County Administration Attestation

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

August 20, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 with CareOregon Inc., for
COVID-19 Stabilization Funding

Purpose/Outcomes	Provides dental stabilization funding for COVID-19 Response.
Dollar Amount and Fiscal Impact	Amendment adds \$127,519. Contract maximum value \$324,519.
Funding Source	Funding through CareOregon - No County General Funds are involved.
Duration	Effective March 1, 2020 and terminates on December 31, 2020
Previous Board Action	5/21/2020 – A3
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Approved 8/10/20 – KR and EOC Command
Procurement Review	Was the item processed through procurement? No If no, brief explanation. Revenue contract, no procurement needed
Contact Person	Deborah Cockrell – Health Centers Director (503) 742-5495
Contract No.	9831_1

BACKGROUND:

The Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of an Amendment with CareOregon, Inc., for stabilization funding due to the COVID-19 response. The funding will ensure continuity of dental services to dental patients and provide financial stability during the COVID-19 epidemic due to temporary delay and decrease in normal volumes of patients.

CareOregon will provide a second stabilization payment based on an initial reconciliation of claims from March 2020 to June 2020. This is intended as an interim stabilization funding plan. A final reconciliations of claims payments will be made no later than March 2021 to determine if any payment is due to either party.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

AMENDMENT #1

To The

Letter of Agreement for COVID-19 Stabilization Funding - Dental

Between

CareOregon, Inc.

and

Clackamas County ~~Community~~ Health Centers Division

This is Amendment #1 to the CareOregon Letter of Agreement for COVID-19 Stabilization Funding - Dental that was effective March 1, 2020 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County ~~Community~~ Health Centers Division (hereinafter referred to as "Provider").

The parties mutually agree to amend the Agreement as follows with deleted language ~~struck through~~ and new language underlined and bold.

1. Section V. Payment

C. CareOregon has completed an initial reconciliation of claims paid through June and agrees to pay Provider a second payment of \$127,519.00 upon receipt of the signed Amendment by both parties. The intent of the second payment is to support Provider's cash flow needs. The payment represents one hundred percent (100%) of the estimated Stabilization Funding Gap, which is defined as the difference between the average claims paid in 2019, adjusted for membership, and actual claims volume from March 2020 to June 2020 based on claims paid through early July 2020. The second payment will be included with the initial payment during final reconciliation, to determine whether any payment is due to either party. CareOregon will complete a final reconciliation of claims payments no later than March 31, 2021 for claims with dates of service March 2020 to December 2020.

F. If the sum of the initial and any subsequent payments are is greater than the Stabilization Funding Gap, Provider shall pay the difference to CareOregon within sixty (60) days of completing the final reconciliation as agreed by Provider and CareOregon.

I. If the sum of the initial and any subsequent payments are is less than \$25,000.00, no recoupments will be required, but additional payments may be made upon reconciliation.

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on July 31, 2020. All other terms and conditions of the Agreement shall remain in full force and effect.

CAREOREGON, INC.

CLACKAMAS COUNTY ~~COMMUNITY~~ HEALTH CENTERS DIVISION

Signature: _____

Signature: _____

Name: Eric C. Hunter _____

Name: _____

Title: Chief Executive Officer _____

Title: _____

Date: _____

Date: _____

Tax ID: _____