

AGENDA

Thursday December 19, 2019 – 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-99

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2020 – *Housing Authority of Clackamas County*
2. In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2019-2020 - *Housing Authority of Clackamas County*
3. Requesting approval to apply for Community Development Block Grant (CDBG) funds to rehabilitation of Jansen Road Apartments - *Housing Authority of Clackamas County*
4. Approval of a Contract between the Housing Authority and Housing Development Center (HDC) Contract for Owner's Representative Services at Hillside Manor Rehab Project - *Housing Authority of Clackamas County*
5. Requesting Approval to execute a Lease Agreement between the Housing Authority of Clackamas County and Clackamas Children's Commission - *Housing Authority of Clackamas County*

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

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

A. Health, Housing & Human Services

1. Approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community Schools and Youth marijuana and substance abuse prevention in Rural Clackamas County – *CFCC*

2. Approval of a Subrecipient Grant Agreement with Clackamas Women's Services to Improve Criminal Justice Response to Domestic Violence – *CFCC*
3. Approval of Amendment #5 of the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Early Learning HUB – *CFCC*
4. Approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center for the Youth Opioid Prevention Project – *CFCC*
5. Approval of Amendment #1 to the Intergovernmental Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon) – *Public Health*
6. Approval to Enter into Option of Purchase and Sale Agreement to begin due diligence for the purpose of acquiring real property – *Community Development*
7. Approval to Apply for a Community Development Block Grant from Clackamas County Community Development, for the Housing Rights and Resources Project for the Purpose of Addressing and Promoting Fair Housing and Furthering Housing Opportunity – *Social Services*

B. Department of Transportation & Development

1. Approval to Sign Intergovernmental Agreement for Transportation Growth Management (TGM) Grant Agreement No. 33964 for the Clackamas County Transit Development Plan

C. Elected Officials

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

D. Administration

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County and the C800 Radio Group Regarding Clackamas County Public Safety Radio System Replacement Project Bond Funding

E. Disaster Management

1. Approval of FY2019 Emergency Management Performance Grant between Clackamas County and the State of Oregon
2. Approval of FY20 State Homeland Security Grant Program Application to the State of Oregon for Six Projects

F. Business & Community Services

1. Approval of a Facility and Property License Agreement between River City Boat Sales, LLC and Clackamas County

G. Community Corrections

1. Approval of Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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

December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2020

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2020.
Dollar Amount and Fiscal Impact	\$24,975.66 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	October 1, 2019 - December 31, 2019
Previous Board Action	First quarter collection loss was approved by the Housing Authority Board of Commissioners on September 19, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
	3.
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2020 (October 1, 2019–December 31, 2019). The uncollectible amounts are detailed on the attached worksheets.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2020 is \$24,975.66. Of the total, \$10,495.31 was for uncollected rents and \$14,480.35 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352

www.clackamas.us/community_health

LRPH

Collection Loss for the period of

10/1/2019

to


12/31/2019

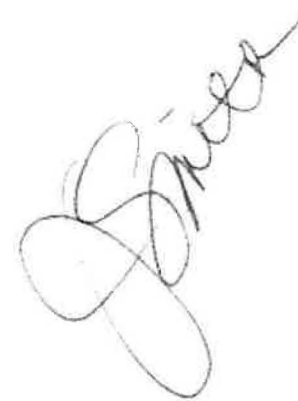
Second Quarter of Fiscal Year 2020

Unit #	SS #	Name	Rent	Sundry	Total
			(18.08)	425.62	\$ 407.54
			(46.87)	1,375.59	\$ 1,328.72
			19.80	4,425.52	\$ 4,445.32
			245.92	339.22	\$ 585.14
			1,394.76	576.00	\$ 1,970.76
			8,899.78	6,768.92	\$ 15,668.70
				569.48	\$ 569.48
					\$ -
					\$ -
					\$ -
					\$ -
Total Write-off			10,495.31	14,480.35	24,975.66


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Jill Smith



December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2019-2020

Purpose/Outcomes	Approval of the Delegation of Budget Authority for Fiscal Year 2019-2020, as amended
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	December 19, 2019 – June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute the delegation of budget authority for fiscal year 2019-2020, as amended.

The Delegation of Budget Authority has been updated to include two (2) additional staff, Debbie Greene and Jemila Hart. The Delegation of budget authority authorizes identified staff authority to approve expenditures at or below their listed dollar threshold. The delegation of authority differs from contract signing authority, in that individuals can approve budgeted expenditures under existing agreements but not obligate HACC under a new contract. Contract signing authority is outlined in HACC's Procurement Handbook.

RECOMMENDATION:

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2019-2020 and have Chair Bernard sign the form as the elected official.

Respectfully submitted,

 Ryan A. Cook, HHS Deputy / For

Richard Swift, Director
Health, Housing and Human Services



Department Name: Housing Authority of Clackamas County Entity: HA Date: 12/19/2019

Primary Signer Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures as referenced. I assume full responsibility for delegation of budget authority to the employees as indicated below.

Name & Title of Director/Elected Official (TYPE): Jim Bernard, Housing Authority of Clackamas County Board Chair

Signature and Initials:

Authorized Signers Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures.

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith, Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jill Smith</i>	JS
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jason Kirkpatrick</i>	JK
Stephen McMurtrey, Director of Housing Development	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Stephen McMurtrey</i>	SM
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Toni Karter</i>	TK
Rich Malloy, Asset Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Rich Malloy</i>	RM
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Elizabeth Miller</i>	EM
Housing Developers: Devin Ellin, Angel Sully	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Devin Ellin</i> <i>Angel Sully</i>	DE AS
Property Managers: Allison Coe, Craig Beals, Sonja Souder	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Allison Coe</i> <i>Craig Beals</i> <i>Sonja Souder</i>	AC CB SS
Capital Fund Coordinator Josh Teigen	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Josh Teigen</i>	JT
Human Services Supervisor Debbie Greene	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Debbie Greene</i>	DG
Human Services Coordinator II Jemila Hart	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jemila Hart</i>	JH
				<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited		

December 19, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for Community Development Block Grant (CDBG) funds to
rehabilitation of Jansen Road Apartments

Purpose/Outcomes	Requesting approval to apply for Community Development Block Grant (CDBG) funds to rehabilitation of Jansen Road Apartments
Dollar Amount and Fiscal Impact	Requesting \$398,970
Funding Source(s)	Community Development Block Grant (CDBG) funds
Duration	Successful applicants will receive funding award notices early in 2020 with construction to begin following the award
Previous Board Action	N/A
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
County Counsel	N/A
Contract Number	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department owns and operates Jannsen Road Apartments (JRA). JRA is a 9 unit apartment complex built in 1978, currently operating as permanent supportive housing for homeless families. It is owned and managed by HACC, with supportive services provided by Social Services Division (SSD).

The Housing Authority is planning to complete a moderate rehabilitation of the property including replacement of cabinets, countertops, doors, casing woodwork, plumbing fixtures, carpet tile and subflooring, data wiring, asbestos abatement and upgrades to the electrical panels. The estimated cost of the project is approximately \$398,970, which is \$40,300.00 per unit. The property has historically generated rents at less than half of the market. Therefore, funds for improvements are not available to deposit into a reserve account. CDBG funds are an eligible funding source to finance the rehabilitation project.

RECOMMENDATION:

Staff recommends the HACC Board approval to apply for Community Development Block Grant. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the award.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

December 19, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract between the Housing Authority and Housing Development Center (HDC)
Contract for Owner's Representative Services at Hillside Manor Rehab Project

Purpose/Outcomes	Approval of a Contract between the Housing Authority and Housing Development Center (HDC) Contract for Owner's Representative Services at Hillside Manor Rehab Project
Dollar Amount and Fiscal Impact	Not to exceed \$500,000 over three years
Funding Source(s)	Developer Fee earned from project rehabilitation
Duration	June 30, 2019 – July 1, 2022
Previous Board Action	Study Session on December 17, 2019
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Counsel Review	November 27, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9579

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval to execute a contract with Housing Development Center (HCD) for owner's representative services at the Hillside Manor Rehab project.

The Housing Authority of Clackamas County has the oldest Public Housing in the State of Oregon. A Capital need assessment at Hillside Manor showed annual capital need of \$437,813 while HUD funding is generally 20% of that. Public Housing is not authorized to secure any debt on the property so over time this property will fall into disrepair. HACC intends to take advantage of the financing tools the U.S. Department of Housing and Urban Development (HUD) is providing through the RAD/Section 18 blend program. This program enables HACC to transition out of the Public Housing program, conduct an extensive rehabilitation of the property, and place Project Based vouchers at each of the 100 units. This strategy will ensure deep affordability is retained as we continue to serve the current population.

Preservation of the Hillside Manor Apartments is a critical component of HACC's strategy to reposition our public housing units during a time of HUD's continued disinvestment in public housing. By capitalizing on beneficial financing, HACC is able to perform an exhaustive rehab of Hillside Manor while retaining ownership of the property and maintaining essential rental subsidy so that we can continue to serve the property's existing population for generations to come.

Due to the complexity of this project and staff capacity, HACC wishes to enter into a contract for owners' representation services provided by the Housing Development center (HDC). HDC was

the successful awardee of a competitive Request for Proposals (RFP) process in May of 2019. The RFP was advertised in the Daily Journal of Commerce (DJC) and on HACC's website. Submissions were scored by a selection committee based on established evaluation criteria that gave points to each respondent based on experience and expertise. The Housing Development Center (HDC) met all the criteria.

Hillside Manor is currently in pre-construction with an anticipated construction closing date in April 2020. HACC recognizes the complexity of the Hillside Manor renovation and the need to complete the work on time and within budget. Therefore, HACC is seeking owner's representative services to ensure a successful outcome for the project. HDC will act as an agent for HACC beginning with the design phase through to the completion of construction. They are an extension of HACC, working as an integral member of the project team with a focus on acting in HACC's best interests. Their role is steeped in best-practices for affordable housing development where complex projects are provided additional capacity and security through a highly skilled owner's representative. HDC's duties will include but are not limited to:

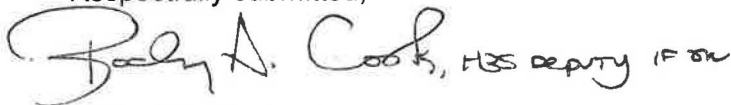
- Review of tax credit financial modeling
- Document submission and coordination with all funding partners including HUD, OHCS, US Bank, Banner Bank, etc.
- Project management from preconstruction to project completion
- Relocation assistance
- Compliance and tax credit certification assistance
- Other duties as required.

Upon approval, HDC will represent the interest of HACC throughout all phases of the Hillside Manor rehabilitation project and will serve as the central point of direction, management and coordination, and are responsible for issue identification, evaluation and resolution throughout the duration of the project. HDC will perform these services for a 'not-to-exceed' amount of \$500,000.00 for a duration of time not to exceed three years or to a point where the project has successfully achieved all necessary benchmarks and regulatory criteria to receive its full award of Low Income Housing Tax Credits (LIHTC). The scope of work and fee are based on an April 2020 financial closing date and a 14-month construction period. Construction services will be provided by Walsh Construction.

RECOMMENDATION:

Staff recommends the Board approve the Professional Services Contract between HACC and Housing Development Center for the provision of owner's representative services for the rehabilitation of the Hillside Manor. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the award.

Respectfully submitted,



Richard Swift, HHS Deputy IF SW

Richard Swift, Director
Health, Housing and Human Services

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CLACKAMAS COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is entered into between Housing Development Center (HDC) ("Contractor"), and the Housing Authority of Clackamas County (referred to herein as "HACC"), a public corporation organized under ORS Chapter 456.

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on July 1, 2022.
2. Scope of Work. Contractor will provide the following owner's representative personal services further described in Exhibit A ("Work").
3. Consideration. The HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Five Hundred Thousand dollars (\$500,000), for accomplishing the Work required by this Contract.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed.
5. Travel and Other Expense. Authorized: Yes [] No [X]
6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and HACC's Request for Proposals and Contractor's response to the same, attached hereto as Exhibit B.

7. Contractor and HACC Contacts.

Table with 2 columns: Contractor contact info (Administrator: Joni M. Hartmann, Phone: 503-335-3668, Email: joni@hdc-nw.org) and Housing Authority of Clackamas County contact info (Administrator: Jill C. Smith, Phone: 503-742-5336, Email: jsmith6@clackamas.us)

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

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access upon reasonable notice to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts; provided, however, that HACC and its duly authorized representatives shall not request access more than two (2) times per calendar year. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the HACC in its sole administrative discretion. The HACC shall immediately notify Contractor in the event that appropriations have not been granted.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between HACC and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the

HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Subject to Article II Section 10, Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, Contractor's conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees (except where caused by or arising out of the negligence or willful misconduct of HACC or any of its officers, elected officials, agents or employees). Subject to Article II Section 10 the Contractor agrees to indemnify, hold harmless and defend the HACC, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses arising out of or based upon damage or injuries to persons or property caused by the intentional misconduct or negligence of the Contractor or the Contractor's employees or agents (except where caused by or arising out of the negligence or willful misconduct to the HACC or any of its officers, elected officials, agents or employees). In the event HACC's acts contributed to such claims, then Contractor's indemnification obligations shall be based on the level of fault assigned to Contractor. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of HACC or any department of HACC, nor purport to act as legal representative of HACC or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for HACC, nor shall Contractor settle any claim on behalf of HACC without the approval of the Clackamas County Counsel's Office. HACC may, at its election and expense, assume its own defense and settlement.

Subject to Article II Section 10, the HACC agrees to indemnify, hold harmless and defend the Contractor, and its members, agents and employees harmless from and against all claims and actions, and all expenses arising out of or based upon damage or injuries to persons or property caused by the intentional misconduct or negligence of the HACC of the HACC's employees or agents (except where caused by or arising out of the negligence or willful misconduct of the Contractor or any of its members, agents or employees). In the event Contractor's acts contributed to such claims, then the HACC's indemnification obligations shall be based on the level of fault assigned to the HACC.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the Clackamas County, Procurement and Contract Services, 20151 Kaen Road, Oregon City, OR 97045, and Housing Authority of Clackamas County, 13930 Gain Street, Oregon City, OR 97045, as additional insureds on said policies. Proof of

insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045 or asully@clackamas.us.

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

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the HACC. This policy(s) shall be primary insurance as respects to the HACC. Any insurance or self-insurance maintained by the HACC shall be excess and shall not contribute to it.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. The total out-of-pocket amount that Contractor shall owe under this Contract will not exceed the maximum limits of Contractor's insurance policies actually available under the Contractor's insurance policies. Notwithstanding the foregoing, the total out-of-pocket amount that Contractor shall owe for any claims for bodily injury or property damage shall be limited to the amount of Contractor's insurance proceeds actually available under the Contractor's insurance policies or the amount of consideration actually paid to Contractor, whichever is greater. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section **Error! Reference source not found.** If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510 Oregon City, OR 97045, or asully@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. Intentionally deleted.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in

accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties specifically provided in this Contract.

14. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 6, 10, , 11, 13, 14, 15, and 20, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
15. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
16. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the HACC, which shall be granted or denied in the HACC's reasonable discretion and not to be unreasonably withheld, conditioned, or delayed. In addition to any provisions the HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 6, 8, 10, 13, 15, and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
17. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** This Contract may be terminated by mutual agreement of the parties or by the HACC or the Contractor for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor or HACC; (ii) at any time the HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by the HACC. Upon receipt of written notice of termination from the HACC, Contractor shall immediately stop performance of the Work. If Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice specifying the nature of the failure, breach, or default, and providing an opportunity to cure; provided, however that if such breach or default cannot reasonably be cured within thirty (30) days, Contractor shall not be deemed in default if it commences such cure

or remedy within said thirty (30) day period and diligently prosecutes such cure or remedy to completion . If HACC fails repeatedly to perform its obligations under this Contract in a timely or satisfactory fashion and thereby materially interferes with the Work, then Contractor may terminate this Contract after thirty (30) days written notice to HACC. Upon termination of this Contract, Contractor shall deliver to HACC all documents, information, works in progress and other property that are or would be deliverable had the Work been completed. Upon HACC's reasonable request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work. Notwithstanding the foregoing, in no event shall the Contractor be required to deliver to the HACC or to anyone the HACC designates its financing formula.

20. **REMEDIES.** If terminated by the HACC due to a breach by the Contractor, then, subject to the limitation of liability in Article II Section 10, the HACC shall have any remedy available to it in law or equity. If this Contract is terminated by the Contractor due to a breach by HACC, then, subject to the limitation of liability in Article II, Section 10, Contractor shall have any remedy available to it in law or equity, including, without limitation payment for the goods and services delivered and accepted by the HACC.
21. **NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
22. **TIME IS OF THE ESSENCE.** Intentionally deleted.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside the HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor and HACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **WAIVER.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by the other party of that or any other provision.
26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
- f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
- g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. CONFIDENTIALITY. Intentionally deleted...

28. KEY PERSONS. Intentionally Deleted.

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

30. COUNTERPARTS. This Contract may be signed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute the same instrument. The parties may sign and deliver this Contract by facsimile or emailed portable document format (PDF) and a reproduction of the Contract made by facsimile or PDF will have the same effect as a signed and delivered original version

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

Housing Development Center

Housing Authority of Clackamas County

Authorized Signature

Date

Authorized Signature

Date

Joni-Marie Hartmann, Executive Director
Oregon Business Registry # 93-1116265
An Oregon nonprofit Corporation

Approved as to Form:

**EXHIBIT A
PROFESSIONAL SERVICES CONTRACT
SCOPE OF WORK**

1. INITIAL INFORMATION

1.1 Property Location (Site).

2889 SE Hillside St.
Milwaukie, OR 97222
Clackamas County

1.2 Site Description. Hillside Manor is an existing 9-story, 78,500 sq. ft., 100-unit residential tower, originally constructed in 1970. The building is a concrete frame with lightweight cast-in-place concrete floor. The property surrounding the tower includes about 60 parking spaces, storage and utility space, community gardens and patios, walking paths and landscaped area. The site slopes towards the tower providing two levels of access; the main public entrance is on the second floor and the back, utility entrance is on the ground floor. The tower is part of a larger development that also includes small 1 and 2 bedroom, single-family/duplexes referred to as Hillside Park. This contract focuses on the renovation of Hillside Manor only (the "Project").

1.3 Anticipated Program. The existing building has been evaluated by the A&E Team (led by Scott Edwards Architecture). The proposed renovation work includes:

- Voluntary seismic upgrade
- Replacement of plumbing system and fixtures
- Upgrading outlets to GFCI and installation of LED fixtures
- Replacing and repairing select elements of the HVAC system
- Unit upgrades to flooring, cabinetry and fixtures
- Reconfiguration of common spaces and replacement of flooring, cabinetry and fixtures
- Select replacement of exterior elements
- Modernization of elevators

1.4 Estimated Project Budget.

Residential: \$31.4 Million
Total: \$31.4 Million

1.5 Anticipated / Secured Funding Sources.

- 4% Low Income Housing Tax Credits
- Tax Exempt Bonds
- Commercial Permanent Loan
- Oregon Affordable Housing Tax Credits
- Lottery-Backed Bonds
- Housing Authority Capital Funds
- Project-Based Vouchers

1.6 Selected Team Members.

Architect: Scott Edwards Architecture
General Contractor: Walsh Construction

December 19, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Requesting Approval to execute a Lease Agreement between the
 Housing Authority of Clackamas County and Clackamas Children's Commission

Purpose/Outcomes	Requesting approval to execute a Lease Agreement between Housing Authority and Clackamas Children's Commission
Dollar Amount and Fiscal Impact	Year One \$12,600/year; Year Two \$12,960; Year Three \$13,440/year Total revenue over three years \$39,000
Funding Source	Head Start will pay rent to Housing Authority
Duration	January 1, 2019 – December 31, 2021
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336
County Counsel	December 9, 2019
Contract No.	Contract No. 9580

BACKGROUND:

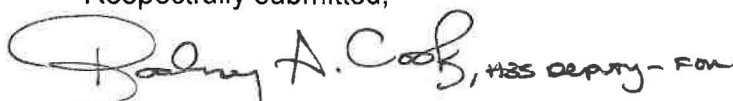
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a lease agreement with Clackamas Children's Commission doing business as Head Start.

Head Start program leases a facility located on Oregon City View Manor, a Housing Authority Public Housing property. This has been a long term business relationship between the Housing Authority and Head Start. Head Start has invested in this facility to meet Head Start and Child Care program requirements and continues to maintain the facility in very good condition. The program not only benefits children living in public housing but also serves other low income children in the neighborhood.

RECOMMENDATION:

Staff recommends the HACC Board approve the execution of the Lease Agreement. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign the Lease on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director
 Health, Housing & Human Services

**LEASE AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY and
CLACKAMAS CHILDREN'S COMMISSION ("HEAD START")**

Date: _____

Between: Housing Authority of Clackamas County ("Lessor")

And: Clackamas County Children's Commission ("Lessee")

As to Property: Oregon City View Manor Head Start Building, 280 S Longview Way,
Oregon City, Oregon (the "See Attachment A for Legal Description")

NOW, THEREFORE, Lessor leases to Lessee, and Lessee leases from Lessor, the Property identified above on the terms and conditions stated below:

Section 1. – Occupancy

1.1 – Original Term. The term of this Lease shall commence January 1, 2019 and continue through December 31, 2021, unless sooner terminated as hereinafter provided.

1.2 – Possession. At the time of this Lease Lessee, by virtue of its existing tenancy, is already in possession of the Property.

1.3 – Renewal Option. If the Lease is not in default when the option is exercised or when the renewal term is to commence, Lessee shall have the option to renew this Lease for three, twelve (12) month terms, as follows:

1.3.1. The first day of the renewal term shall commence on the day following expiration of the preceding term.

1.3.2. The terms and conditions of the Lease for the renewal term shall be identical with the original term except for rent, term, and renewal option.

1.3.3. The option to renew may be exercised by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term. Giving such notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.

1.3.4. Rent during the renewal period shall be the greater of (a) the rental rate during the preceding term or (b) a reasonable fair market rental rate for the Property as established by Lessor.

1.3.5 Any renewal is contingent upon the express written consent of Lessor to the renewal.

Section 2. – Rent

2.1 – Base Rent. During the first term of this Lease, Lessee shall pay to Lessor as Base Rent the sum of One Thousand Fifty and 00/100 dollars (1,050.00) per month. For the optional second term of this Lease, Lessee shall pay to Lessor as Base Rent the sum or \$1,080.00 per month. For the optional third term of this Lease, Lessee shall pay to Lessor Base Rent in the sum of \$1,120.00. Rent shall be payable on the first day of each month and may be mailed to Lessor at the following address [13930 S. Gain Street, Oregon City, OR 97045], hand-delivered to Lessor at the

aforementioned address, or paid via direct deposit or a comparable electronic transfer to a bank account as may be approved by Lessor, in writing.

2.2 – Payment of Base Rent. The Base Rent payment shall be deposited in an interest bearing reserve account established and maintained by Lessor, to be used solely for the for the purposes of maintenance or repair of the following items: exterior walls, roof, gutters, downspouts, and foundation of the leased building; the sidewalks, driveways, or walkways on the Property; the heating, ventilation, and cooling systems in the leased building; and the electrical and plumbing systems including the drain line connecting the Property to the sewer system. On a case by case basis, as determined by the Lessor in its sole administrative discretion, reserve account funds may be used to pay for other Property-related expenses.

Lessee shall obtain the written consent from Lessor to expend funds held in the reserve account. Such consent shall not be unreasonably withheld. Lessee shall maintain all records indicating balances, deposits, and withdrawals from the reserve account throughout the duration of this lease and any renewal term(s).

Nothing herein shall be construed as altering, waiving, prohibiting, or otherwise limiting Lessor's right, in its sole administrative discretion, to perform such maintenance, repair, or other work with respect to the Property as Lessor determines to be necessary.

On a quarterly basis, Lessor shall provide to Lessee an updated statement showing the current balance of the reserve account as well as all deposits therein and withdrawals therefrom. In addition, Lessor shall, upon reasonable notice from Lessee, allow Lessee to inspect records and statements relating to the reserve account so that Lessee can verify compliance with the terms of this lease.

Any amounts and accrued interest remaining in the reserve account shall, upon the termination or expiration of this Lease, including any renewal term(s), be paid to Lessor.

Section 3. Condition of the Property

3.1 – "As-Is." Lessee accepts the Property in its "as is" condition without any warranty or representation by Lessor as to the condition, fitness for any particular purpose, or habitability. Lessee acknowledges that Lessor has no obligation to make any change or improvement to the Property or to pay any cost, expend any funds or suffer any liability to make any change or improvement. All work done by Lessee within, on, under or adjacent to the Property will be performed in a good and workman-like manner in compliance with applicable law. It is Lessee's sole and exclusive responsibility to perform all work necessary or required by any governmental entity to permit Lessee to occupy the Property. Lessee agrees to indemnify, defend and hold Lessor harmless against any loss, liability, claim or damage resulting from work on the Property.

3.2 – Improvements Constructed by Lessee. Any improvements to the Property performed by Lessee shall proceed only after satisfaction of the following:

3.2.1 Lessor's written approval regarding each of the following: (a) Lessee's chosen contractor; (b) public liability, property damage, or other insurance carried by Lessee and its contractor of the type and in the amounts determined by Lessor, in its sole administrative discretion, to be necessary; and (c) schematic plans and specifications for such work. Lessee shall prepare the detailed construction plans and specifications at Lessee's expense. All such work shall be done in strict conformity with such final plans and specifications subject to field change orders prepared and approved by Lessor.

3.2.2 All work shall be done in conformity with a valid building permit obtained by Lessee if required; a copy of which shall be furnished to Lessor before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable government regulations at Lessee's sole expense.

Notwithstanding any failure by Lessor to object to any such work, Lessor shall have no responsibility for Lessee's failure to meet all applicable regulations.

3.2.3 Lessee or Lessee's contractor shall arrange for necessary utility service and shall pay such reasonable charges for such service.

3.2.4 Lessee shall promptly reimburse Lessor upon demand for any extra expense incurred by the Lessor by reason of faulty work done by Lessee or its contractors.

3.2.5 Any improvements constructed by Lessee shall become the property of Lessor unless otherwise agreed to by the parties in writing.

Section 4. – Use and Condition of the Property

4.1 – Permitted Use. The Property shall be used for the operation of a child care center, substantially in the same manner as currently operated by Lessee as of the effective date of this Lease, and for no other purpose without the consent of Lessor. If law or governmental regulation prohibits this use, this Lease shall terminate by operation of law.

4.2 – Restrictions on Use. In connection with the use of the Property, Lessee shall:

4.2.1 Comply with all applicable laws and regulations regarding Lessee's use of the Property,

4.2.2 Refrain from any activity negatively impacting Lessor's ability to insure the Property or would increase Lessor's existing insurance rate.

4.2.3 Refrain from any use that would be reasonably offensive to other Lessees or owners or users of neighboring properties or that would tend to create a nuisance or damage the reputation of the property.

4.3 – Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Property. Lessee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 4.1. Lessee may store such Hazardous Substances on the Property only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and

toxicity of Hazardous Substances used, handled, or stored on the Property. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Property. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 5. – Repairs and Maintenance

5.1 – Lessor’s Obligations. Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Property. Lessor may, in its sole administrative discretion, make or perform such repairs, maintenance, replacements, alterations, or improvements on the Property as it determines are necessary.

5.2 – Lessee’s Obligations. Lessee, at its expense, shall keep the Property in first-class repair, operating condition, working order, and appearance.

5.3 – Lessor’s Interference with Lessee. If Lessor elects to perform any repairs, replacements, alterations, or other work performed on or around the Property, Lessor shall not cause unreasonable interference with use of the Property by Lessee. Lessee shall have no right to an abatement of rent or any claim against Lessor for any inconvenience or disturbance resulting from Lessor’s activities performed in conformance with the requirement of this provision.

5.4 – Reimbursement for Repairs Assumed. If Lessee fails or refuses to make repairs that are required by this Section 5, Lessor may make the repairs and charge the actual costs of repairs to Lessee. Lessee shall reimburse such expenditures by Lessor on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, Lessor may not perform repairs that are the obligation of the Lessee and charge the Lessee for the resulting expense unless at least ten (10) days before work is commenced, the Lessee is given notice in writing outlining with reasonable particularity the repairs required, and Lessee fails within that time to initiate such repairs in good faith and pursue the repairs to completion with all due diligence.

5.5 – Inspection of Property. Lessor shall have the right to inspect the Property at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Lessee to make repairs shall not mature until a reasonable time after Lessor has given Lessee written notice of the repairs that are required.

Section 6. – Alterations

6.1 – Alterations Prohibited. Lessee shall make no improvements or alterations on the Property of any kind without first obtaining Lessor’s written consent, using the form attached hereto as Exhibit B. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

Alterations include, but are not limited to, the installation of computer and telecommunications wiring, cables, and conduit.

6.2 – Ownership and Removal of Alterations. All improvements and alterations performed on the Property by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable Lessor's consent or work sheet specifically provides otherwise. Lessee shall at Lessor's option, remove improvements and alterations installed by Lessee and restore the Property to a commercially reasonable state unless the applicable Lessor's consent or work sheet specifically provides otherwise.

6.4 – Waiver. Lessor may condition its consent to installation of "a work of visual art" in the Property, as defined in the Visual Artists Rights Act of 1990 (VARA) at 17 USC §101, on Lessee's delivery to Lessor of a written waiver of moral rights under the VARA executed by the artist and to be executed by Lessor acknowledging that the work may be subject to destruction on removal

Section 7. – Taxes and Utilities

7.1 – Property Taxes. Lessee may be eligible to apply for a property tax exemption. It is the responsibility of the lessee to apply for such property tax exemption to Clackamas County Department of Assessment and Taxation. Unless otherwise exempted under applicable law, Lessee shall be responsible to pay all real property taxes and special assessments levied against the Property.

7.2 – Special Assessments. If an assessment for a public improvement is made against the Property, Lessor may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 8.1.

7.3 – New Charges or Fees. If a new charge or fee relating to the ownership or use of the Property or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Lessee shall pay such charge or fee.

7.4 – Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Property,

Section 8. – Damage and Destruction

8.1 – Lessee shall be responsible for property insurance. The type of Property Insurance to be procured (or self insured) shall be equivalent to "the Special Causes of Loss Form" (formerly know as "All Risk") with full replacement cost valuation for: the structure(s), contents and business personal property owned by the Lessee and the Lessor at the leased location. The Lessor (Housing Authority of Clackamas County) and Clackamas County shall be named as Loss Payee and Additional Insured for this location. An updated Certificate of Insurance Coverage under the coverages noted above must be submitted to the lessor on an annual basis.

8.2 – Rent Abatement. Rent shall not be abated during the repair of any damage to the extent the Property is uninhabitable.

Section 9. – Eminent Domain

9.1 – Partial Taking. If a portion of the Property is condemned and Section 10.2 does not apply, the Lease shall continue on the following terms:

9.1.1 Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

9.1.2 Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Property as are necessary to restore the remaining Property to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

9.1.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the Property in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Property as an economic unit on account of the partial taking.

9.1.4 If a portion of Lessor's property not included in the Property is taken, and severance damages are awarded on account of the Property, or an award is made for detriment to the Property as a result of activity by a public body not involving a physical taking of any portion of the Property, this shall be regarded as a partial condemnation to which Sections 9.1.1 and 9.1.3 apply, and the rent shall be reduced to the extent of reduction in rental value of the Property as though a portion had been physically taken.

9.2 – Total Taking. If a condemning authority takes all of the Property or a portion sufficient to render the remaining Property reasonably unsuitable for the use that Lessee was then making of the Property, the Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Lessor under Section 9.2. Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

9.3 – Sale in Lieu of Condemnation. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 10. – Liability and Indemnity

10.1 – Liens. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens.

10.1.1 If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy that Lessor may have on account of Lessee's default.

10.1.2 Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit

with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 – Indemnification. Lessee shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, its performance under this Lease, or from any act, omission, or neglect of Lessee, its commissioners, agents, employees, or subcontractors. To the maximum extent permitted under applicable law, Lessee agrees to indemnify, defend, and hold Lessor harmless against any and all claims arising from the negligent acts or omissions of the Lessee, its commissioners, agents, employees, subcontractors, and anyone over which Lessee exercises control, as well as those arising from the Lessee's failure to comply with any covenant of this lease of it part to be performed.

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

10.3 – Insurance. Lessee shall maintain for the duration of the Lease insurance against claims for injuries to persons and damages to property which may arise from or in connection with the Lessee's operations and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

10.3.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

10.3.1.1. Insurance Services Office Commercial General Liability coverage (*This coverage shall include insurance for allegations of sexual molestation and corporal punishment*).

10.3.1.2. Insurance Services Office Additional Insured.

10.3.1.3. Workers Compensations Insurance as required by state law and Employers Liability Insurance (*for lessees with employees*)

10.3.1.4. Professional Errors and Omissions Liability Insurance against all risks of loss for professional services and activities conducted on premises.

10.3.1.5. Property Insurance against all risks of loss to any tenant improvements, betterments, and Lessee-owned business personal property.

10.3.2 Minimum Limits of Insurance. Lessee shall maintain limits no less than

10.3.2.1 General Liability: \$1,000,000 per occurrence for bodily Injury, Personal Injury and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

10.3.2.2. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

10.3.2.3. Professional Errors and Omissions Liability: not less than \$1,000,000

per occurrence.

10.3.2.4. Property Insurance: full replacement cost with no co-insurance provisions.

Note: These limits can be attained by individual policies or by combining primary and umbrella policies.

10.3.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.3.4. Other Insurance Provisions. The General Liability policies are to contain, or be endorsed to contain the following provisions:

10.3.4.1. The Lessor, its officers, officials, employees, and volunteers, and Clackamas County are to be covered as additional insured with respect to Lessee's occupancy and use of the Property, including liability resulting from personal property of Lessee brought onto the Property; or arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the Lessee.

10.3.4.2. The Lessee's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance.

10.3.4.3. Each insurance policy required by these specifications shall be endorsed to state the coverages and mailed to the Lessor. The Lessor shall immediately be notified by mail should the coverages be cancelled or materially changed.

10.3.4.4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the contract by the lessee.

10.3.4.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Lessee shall provide written verification of their insurers rating.

10.3.4.6 Verification of Coverage. Lessee shall furnish the Lessor with the original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsement should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Lessor in sufficient time before the lease commences to permit Lessee to remedy any deficiencies. The Lessor reserves the right to require complete, certified copies of all insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Section 11. – Quiet Enjoyment; Mortgage Priority

11.1 – Lessor's Warranty. Lessor warrants that it is the owner of the Property and has the right to lease it to Lessee.

11.2 – Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 12. – Assignment and Subletting. No part of the Property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. If Lessee is a corporation, limited liability company, or partnership, this provision shall apply to any transfer of a majority voting interest in stock, membership or partnership interest of Lessee. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor may withhold or condition such consent in its sole and arbitrary discretion.

Section 13. – Default. The following shall be events of default:

13.1 – Default in Rent. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.

13.2 – Default in Other Covenants. Lessee fails to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after the date of written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Lessee begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 – Insolvency. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the Lease.

13.4 – Abandonment. Failure of Lessee for ten (10) days or more to occupy the Property for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

Section 14. – Remedies on Default

14.1 –Termination other than for Default. Lessor may terminate this Agreement in the event the Lessor fails to receive expenditure authority sufficient to allow the Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited or the Lessor is prohibited from performing under this Lease from the planned funding source. In such an event, Lessee shall vacate the Property within sixty (60) days of termination under this Subsection 14.1.

14.2 Termination for Default. In the event of a default the Lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 – Reletting. Following reentry or abandonment, Lessor may relet the Property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Lessor shall not be required to relet for any use or purpose other than that specified in the Lease or which Lessor may reasonably consider injurious to the Property, or to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 – Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

14.3.1 The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent.

14.3.2 The reasonable costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Section 15.5, or any other expense occasioned by Lessee's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

14.3.3 Any excess of the value of the rent and all of Lessee's other obligations under this Lease over the reasonable expected return from the Property for the period commencing on the earlier of the date of trial or the date the Property are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the average prime loan rate of three largest Oregon banks based on total deposits in effect on the date of trial.

14.4 – Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 – Lessor’s Right to Cure Defaults. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so after ten (10) days’ written notice to Lessee. All of Lessor’s expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

14.6 – Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Section 15. – Surrender at Expiration

15.1 – Condition of Property. On expiration of the lease term or earlier termination, Lessee shall surrender the Property in first-class condition. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Property are leased shall be excepted but repairs for which Lessee is responsible shall be completed to the latest practical date before such surrender. Lessee’s obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

15.2 – Fixtures. All fixtures placed on the Property during the term shall remain the property of Lessee. Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures. If Lessee fails to do so, this failure shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee’s account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

15.3 – Holdover

15.3.1 If Lessee does not vacate the Property at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to \$1,000 per month, or to eject Lessee from the Property and recover damages caused by wrongful holdover. Failure of Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Property by another Lessee or with occupancy by Lessor for any purpose including preparation for a new Lessee.

15.3.2 If a month-to-month tenancy results from a holdover by Lessee under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days before the

termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. – Miscellaneous

16.1 – Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Lessor's remedies for failure to perform such other obligations.

16.2 – No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses

16.3 – Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail return receipt requested addressed to the address set out below or to such other address as may be specified from time to time by either of the parties in writing.

Lessor: Jill Smith, Executive Director
Housing Authority of Clackamas County
PO Box 1510; Oregon City, Oregon 97045-1510

Lessee: Darcee K. Kilsdonk, Director
16518 SE River Road
Milwaukie, Oregon 97267

16.4 – Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 – Recordation. This Lease shall be recorded without the written consent of Lessee.

16.6 – Entry for Inspection. Lessor shall have the right to enter on the Property at any time to determine Lessee's compliance with this Lease; to make necessary repairs to the building or to the Property; to show the Property to any prospective Lessee or purchaser; to conduct surveys, inspections, tests and analysis and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain on the Property notices for leasing or selling of the Property.

16.7 – Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum from the due date until paid. In addition, if Lessee fails to make any rent or other payment required by this Lease to be paid to Lessor within five (5) days after it is due, Lessor may elect to impose a late charge of five cents per dollar (\$0.05/\$1.00) of the overdue payment to reimburse Lessor for the costs of collecting the overdue payment. Lessee shall pay the late charge on demand by Lessor. Lessor may levy and collect a late charge in

addition to all other remedies available for Lessee's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.8 – Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

16.9 – Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this Lease.

16.10 Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Lease, Lessor is specifically not obligating itself, Clackamas County, or any other agency with respect to any discretionary action relating to the Lease or the Property including but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

16.11 Relationship. Nothing contained in this Lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Lessee and Lessor.

16.12 Integration. Except as otherwise set forth herein, this Lease constitutes the entire agreement between the parties on the subject matter of this Lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

16.13 Survival. All provisions in Sections 3, 4, 5, 6, 7, 10, 14, 15 and 16 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

16.14 Further Assurances. The parties to this Lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.

16.15 Force Majeure. Notwithstanding any other provision herein, no party will be liable for breach or default of this Lease due to delay in performing its obligations under this Lease to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

16.16 Applicable Law and Venue. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof. Any claim between Lessor and Lessee that arises from or relates to this Lease 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 Lessor 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. Lessee, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

16.17 Mediation Option. The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Lease, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).

16.18 Changes in Writing. This Lease and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16.19 Counterparts. This Lease may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

16.20 Invalidity of Provisions. In the event any provision of this Lease is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

16.21 Neutral Construction. This Lease has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.

16.22 Captions. The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Lease.

16.23 Remedies. In the event of a breach of this agreement, the parties shall have all remedies available at law or equity.

16.24 Debt Limitation. This Lease is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Lease and to bind the party for whom such person signs to the terms and provisions of this Lease.

LESSEE
CLACKAMAS CHILDREN'S COMMISSION

LESSOR
HOUSING AUTHORITY OF CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Darcee K. Kilsdonk
Director

Date

Richard Swift, Director
Health, Housing and Human Services Department

Date

OREGON NOTARY ACKNOWLEDGMENT

State of _____

County of _____

This record was acknowledged before me on (date) _____

by (name of individual(s)) _____

Signature of Notarial Officer

Title of Office

My Commission expires: _____

Exhibit A
IDENTIFICATION OF THE PROPERTY

Address: 280 S. Longview Way, Oregon City, Oregon; part of tax lot 800 as shown on tax map 2 2 E 28 BA; tax address 14601 Holcomb Blvd. Oregon City, Oregon; Consisting of building and fenced in outdoor space.

SEE ATTACHED LEGAL DESCRIPTION

For complete legal description, see Deed: Book 594 Page 846

1961



KNOW ALL MEN BY THESE PRESENTS, That Mildred G. Sanetel, a single person

grantor in consideration of Ten and no/100 Dollars,

to her paid by Housing Authority of the County of Clackamas, Oregon, a public corporation,

grantee do.S.S. hereby grant, bargain, sell and convey unto the said grantee its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Clackamas and State of Oregon, bounded and described as follows, to-wit:

A tract of land in the George Abernethy D.L.C. No. 58, in Section 28, T. 2 S., R. 2 E., W.M., Clackamas County, Oregon, being more particularly described as follows:

Beginning at an iron pipe set at the intersection of the center-line of the Oregon City to Holcomb Road, County Rd. #354 with the dividing line between the easterly and westerly halves of the George Abernethy D.L.C. No. 58; thence N. 08° 40' 40" E. 45.29 feet to a concrete monument and 3/8" copper rod set at the intersection of the east right of way line of Forsythe Road, County Road No. 1424, with the northerly right of way line of the Oregon City to Holcomb Road, County Road #354; thence N. 49° 49' 30" E. 943.05 feet along the northerly right of way line of said Oregon City to Holcomb Road to a concrete monument and 3/8" copper rod and the true point of beginning; thence N. 32° 44' 25" W. 629.77 feet to a concrete monument and 3/8" copper rod; thence N. 68° 03' 25" E. 535.95 feet to a concrete monument and 3/8" copper rod; thence S. 00° 14' 25" W. 623.43 feet to a concrete monument and 3/8" copper rod set in the northerly right of way line of the Oregon City to Holcomb Road, County Road #354; thence S. 49° 49' 30" W. along said northerly right of way line, 192.03 feet to the true point of beginning; said tract of land containing 4.88 acres more or less.

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"WORK SHEET

The following work is to be done on the Property by _____ at the _____'s expense:

The work shall be commenced promptly by _____, 20____. In all instances where Lessor is not doing the work on the Property, Lessee consents to Lessor's posting of a sign, consistent with ORS 87.030, giving notice that Lessor will not be responsible for construction liens under ORS 87.001 to 87.060 and 87.075 to 87.093.

Lessee shall be required on termination of the Lease to remove the alterations and improvements effected by the above work and to restore the Property to the condition that existed before the work was done.

Lessor: _____

Lessee: _____"

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with
Todos Juntos for PreventNet Community Schools and Youth marijuana
and substance abuse prevention in Rural Clackamas County

Purpose/Outcome	Todos Juntos will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting high-risk middle and high-school students at Rural PreventNet Community Schools in Sandy, Estacada, Molalla, and Canby.
Dollar Amount and Fiscal Impact	\$492,000 Youth Development Council Youth & Community Grants Catalogue of Federal Domestic Assistance (CFDA) #93.667 (\$372,000) Clackamas County Marijuana Tax Revenue (\$120,000)
Funding Source	Oregon Department of Education Youth Development Division and Clackamas County Marijuana Tax Revenue
Duration	October 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	County Counsel reviewed and approved this document on November 20, 2020
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC-9552

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant with Todos Juntos for PreventNet Community School sites in Rural Clackamas County. PreventNet Community Schools and Prevention services increase drug and alcohol awareness, incorporate anti-drug and alcohol campaigns, provide case management and support to high-risk middle and high-school students to improve academic achievement, school engagement, and reduce high-risk behaviors through education, activities and case management.

This Grant Agreement is funded with Oregon Department of Education Youth Development funds (\$372,000) and Marijuana Tax Revenue Funds (\$120,000) effective upon signature by all parties

Healthy Families. Strong Communities.

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

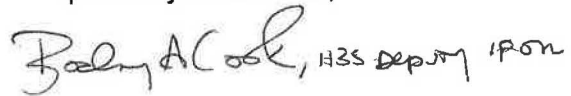
www.clackamas.us

for services starting on October 1, 2019 and terminating on June 30, 2021. This Agreement has a maximum value of \$723,677.

RECOMMENDATION:

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

Respectfully submitted,

 Kelly A. Cook, H3S Deputy IPON

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-022	
Program Name: PreventNet Community Schools, Rural, Molalla Program/Project Number: CFCC-9552	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division ("COUNTY") and Todos Juntos ("SUBRECIPIENT"), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael 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 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5683 ewhite@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Eric Johnston	Program Representative: Eric Johnston
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com	Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos2@gmail.com
DUNS: 614865355	

RECITALS

1. **Todos Juntos** (SUBRECIPIENT) is a not-for-profit organization whose mission is to develop the partnerships necessary to create and/or enhance local resources and services for all youth and families. Todos Juntos partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. SUBRECIPIENT will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting middle school students at four PreventNet Community Schools in rural areas of Clackamas County, including Sandy, Estacada, Molalla, and Canby.
3. PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, **Todos Juntos**), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours to increase youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills and reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed 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, 2019** 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.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement, as well as those outlined in Exhibit F: Intellectual Property/Personal Information, Exhibit G: Confidentiality and Non-Disclosure, and Exhibit H: Required Federal Terms and Conditions.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements set by Oregon Department of Education Youth Development Division (Federal award date: 10/1/19) that is the source of federal grant funding, in addition to compliance with requirements of Title 45 of the Code of Federal Regulations (CFR), Part 96.70-96.74, Sub-Part G. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Education Youth Development Division, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **2019-2021 Biennial Youth Development Council Youth & Community Grants (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued to COUNTY by Oregon Department of Education Youth Development Division (**\$372,000**) and Clackamas County Marijuana Tax Revenue funds (**\$120,000**). The maximum, not to exceed, grant amount that COUNTY will pay is **\$492,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
8. **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.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (“GAAP”) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **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.
- d) **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.
- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- f) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use indirect cost rate of 8%, which has been approved for use by SUBRECIPIENT by the Oregon Department of Education and is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- i) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- j) **Match.** Matching funds are not required for this Agreement.

- k) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Financial Reporting and Reimbursement Request. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- l) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. SUBRECIPIENT must submit Financial Reports as specified in Exhibit D-1: Financial Reporting and Reimbursement Request. All reports must be submitted on the templates provided by COUNTY, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- 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 F, G, H & I), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for residual supplies valued over \$5,000 per 2 CFR 200.314.
- 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 <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 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 access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the

Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

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

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

12. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- b) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- c) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and

employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

b) Insurance. During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

1) Commercial General Liability. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$3,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

Abuse and Molestation Insurance as part of a Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom Subrecipient is responsible including but not limited to Subrecipient and Subrecipient's employees, subcontractors, and volunteers, and in accordance with the Oregon Tort Claims Act, as applicable. Policy's definition of an insured shall include Subrecipient and Subrecipient employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individual, and irrespective of the number of incidents of injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 2) Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 6) Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall

include "Clackamas County, its agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT's activities under this agreement.

- 7) **Tail Coverage.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, SUBRECIPIENT shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (1) SUBRECIPIENT's completion and State's acceptance of all Services required under this Agreement, or, (2) termination of this Agreement by either party according to Section 7, above, or, (3) the expiration of all warranty periods provided under this Agreement.
 - 8) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 9) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 10) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 11) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 12) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 13) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
 - d) **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.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For

service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director


Dated: 12/3/19

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved Budget/Work Plan


Kylene Mather, Interim Director
Children, Youth & Families Division

Dated: 12/4/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D-1: Financial Reporting and Reimbursement Request
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Final Financial Report
- Exhibit F: Intellectual Property/Personal Information
- Exhibit G: Confidentiality and Non-Disclosure
- Exhibit H: Required Federal Terms and Conditions
- Exhibit I: Information Required by CFR 200.331(a)(1)

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Clackamas Women's Services to
Improve Criminal Justice Response to Domestic Violence

Purpose/Outcome	Clackamas Women's Services will provide a .60 FTE Outreach Coordinator, a .50 FTE Latina Legal Advocate, translation services, purchase upgraded video court equipment, will provide assistance to 100 culturally-specific participants (including interpretation) and provide 12 trainings to law enforcement, prosecution, advocates, and other community partners to insure efficient and effective interventions and response to domestic violence.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$119,317. No County General Fund involved and no match required.
Funding Source	U.S. Department of Justice, Office on Violence Against Women Award No. 2019-WE-AZ-0017 Catalog of Domestic Federal Assistance (CFDA) # 16.590
Duration	October 1, 2019 to September 30, 2020
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	County Counsel reviewed and approved this document on December 3, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9492

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Agreement with Clackamas Women's Services to provide services to improve criminal justice response to domestic violence. Funding will provide legal advocacy for culturally-specific survivors, comprehensive training to law enforcement, prosecutors and other professionals, bring high-level professional training to the county, and provide vital language interpretation and translation to survivors of violence as part of a collaborative project.

This agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 30, 2020. This Agreement has a maximum value of \$119,317.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-023**

Project Name: *Clackamas Women's Services – OVV Improving Criminal Justice Response 2019-2022*
Project Number: CFCC 9492

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

Clackamas County Data

Grant Accountant: Mike Morasko	Program Manager: Sarah Van Dyke
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family and Community Connections 150 Beaver Creek Road Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Service 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Service 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
DUNS: 959059759	

RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
2. SUBRECIPIENT has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. SUBRECIPIENT believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, SUBRECIPIENT works to ensure that individuals and families have equal access to community resources. The organization provides support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

3. COUNTY is partnering with SUBRECIPIENT to fund a program to enhance victim safety and offender accountability in cases of sexual assault, domestic violence, dating violence, and stalking at A Safe Place Family Justice Center, which provides a coordinated community response that includes criminal justice agencies, victim services providers, and community organizations that respond to sexual assault, domestic violence, dating violence and stalking. SUBRECIPIENT will use this award to strengthen the criminal justice response to domestic and sexual violence.

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

AGREEMENT

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, 2019** and not later than **September 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.
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 the Department of Justice Office on Violence Against Women award #2019-WE-AX-0017 that 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 required by the Department of Justice, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the U.S. Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay is **\$119,317**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained **Exhibit D – Required Financial Reporting**, **Exhibit D-1-Request for Reimbursement** and **Exhibit B – Subrecipient Program Budget**. 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. If the maximum compensation amount is

increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,
 - c. Written notice provided by COUNTY that the Department of Justice has determined that funds are no longer available for the purposes outlined in this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to pay for this Agreement. 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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c) **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.
 - d) **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.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the **Exhibit B:** Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- 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 **Exhibit D-1:** Request for Reimbursement.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit C:** Performance Reporting Schedule for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **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-1:** Request for Reimbursement on a monthly basis.
- l) **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-1 & F**), performance (**Exhibits E, E-1, E-2, and E-3**), and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 10 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.
- m) **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, located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. 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 E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying Certificate**) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **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 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.
- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and the Department of Justice to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Specific Conditions.** None.
- s) **Indirect Cost Recovery.** SUBRECIPIENT has a negotiated indirect cost rate agreement with the U.S. Department of Justice dated May 1, 2019, and this rate has been incorporated into the SUBRECIPIENT's program budget in Exhibit B.
- 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 Department of Justice Office on Violence Against Women Award # 2019-WE-AX-0017, 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 or to terminate this relationship including the original Agreement and all associated amendments.

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

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

SUBRECIPIENT shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- f) **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.
- g) **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.
- h) **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.
- i) **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) **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.

- c) **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.
- d) **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**. If self-insured, Agency shall provide documentation to COUNTY of Agency's self-insured status by completing the Self-Insurance Certification form provided by COUNTY.
- e) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- f) **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.
- g) **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.
- h) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state 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.
- i) **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.
- j) **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.

- k) **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.
- l) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- m) **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
- Exhibit D-1 – Request for Reimbursement
- Exhibit E – Monthly/Quarterly/Final Performance Report
- Exhibit E-1 – Monthly Activity Report
- Exhibit E-2 – Quarterly Work Plan Report
- Exhibit E-3 – Quarterly Demographic Report
- Exhibit F – Final Financial Report
- Exhibit G – Required State and Federal Terms & Conditions
- Exhibit H – Department of Justice Office on Violence Against Women Special Conditions
- 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.

Clackamas Women's Services

By: 
Melissa Erlbaum, Executive Director

Melissa Erlbaum 12/4/2019
Printed Name Date

256 Warner Milne Road
Street Address

Oregon City, OR 97045
City / State / Zip

503-655-8600
Phone / Fax

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 & Human Service Department

Date

Approved to Form:


County Counsel

12/3/19
Date

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #5 of the Intergovernmental Agreement with
Oregon Department of Education, Early Learning Division for Early Learning HUB

Purpose/Outcome	Clackamas County Children, Family & Community Connections Division functions as the Clackamas Early Learning HUB coordinating body that identifies early learning resources and services to children 0 to 6 and their families to help align resources in order to increase the number of children who arrive at kindergarten ready to learn, increase family stability, and increase coordination and efficacy of the Early Learning System.
Dollar Amount and Fiscal Impact	Adds \$367,740 for a maximum grant award of \$4,712,708.85 No County General Funds are involved.
Funding Source	State of Oregon, Department of Education Early Learning Division Intergovernmental Agreement #5803, Amendment 5
Duration	Effective date October 1, 2019 and terminates on January 31, 2020
Previous Board Action/Review	Approval of Amendment #4 on November 2 nd , 2017
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review and approval: November 25, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	H3S7534

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement Amendment 5 with Oregon Department of Education, Early Learning Division for Early Learning HUB Coordination and services. The 2013 Legislature authorized the creation of 16 regional community-based Early Learning Hubs to make support available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring together the following sectors in order to improve outcomes for youth children and their families: Early Care and Education, K-12, Health, Human Services and Business.

This Amendment #5 adds \$367,740, for a maximum value of \$4,712,708.85, and extends the end date to January 31, 2020. It has been reviewed by County Counsel.

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

Healthy Families. Strong Communities.

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

www.clackamas.us

Agreement Number 5803

**Amendment #5 to
Agreement #5803**

This is Amendment No. 5 to Agreement No. 5803 between the State of Oregon, Department of Administrative Services, Procurement Services (DASPS), acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

**Clackamas County
2051 Kaen Road
Oregon City, OR 97045
Telephone: 503-650-5678
Facsimile: 503-650-5674
E-mail address: rodcoo@co.clackamas.or.us**

hereinafter referred to as "County," each a "Party" and collectively "Parties."

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division (ELD)
700 Summer Street NE #350
Salem, Oregon 97301
Agreement Administrator: Denise Swanson or delegate
Telephone: 503-798-7120
E-mail address: Denise.Swanson@state.or.us**

This Amendment is effective on October 1, 2019 ("Amendment Effective Date") and shall apply to work performed on or after October 1, 2019 after it has been signed by every party and approved in accordance with applicable law.

New language is indicated by **bold underlined font** and deleted language is indicated by ~~strikethrough font~~.

I. The Agreement is hereby amended as follows:

AGREEMENT, Section 1

1. Effective Date and Duration.

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, approved by the Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2019~~ **January 31, 2020**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

AGREEMENT, Section 2

2. Agreement Documents.

This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit C, Part 1: Subcontractor Insurance Requirements for Preschool Promise Providers
- (7) **Exhibit C, Part 2: Hub Subcontractor Insurance Requirements**
- (8) Exhibit D: Required Federal Terms and Conditions
- (9) Exhibit E, Part 1: Great Start Program Requirements
- (10) Exhibit E, Part 2: Family Support Services Program Requirements
- (11) Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- (12) Exhibit E, Part 4: School Readiness Program Requirements
- (13) Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (14) Exhibit E, Part 6: Preschool Promise Program Requirements
- (15) Exhibit E, Part 7: Focused Child Care Network Program Requirements
- (16) **Exhibit E, Part 8: Early Care and Education Sector Planning**
- (17) Attachment 1: Governance Structure
- (18) Attachment 2: Formalized Collaborative Relationships
- (19) Attachment 3: Outcomes, Metrics, Baselines, and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

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

For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

AGREEMENT, Section 3

3. Consideration.

- a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$4,344,968.85~~ \$4,712,708.85. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

AGREEMENT, Section 5

Section 5. "County Data and Certification" is removed in its entirety.

EXHIBIT A, Part 1, Statement of Work, Section 2

2. Definitions.

As used in this Agreement, the following words and phrases shall have the indicated meanings:

- a. **Administrative Overhead:** Any dollar expended or coordinated by County for Early Learning Services that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services by the County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies, and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.
 - b. **Age of Onset Services:** The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.
 - c. **At Risk:** Oregon Laws 2012, Chapter 37, section 12 sets forth a statutory definition of what "At Risk" means for children in the Early Learning System: "At Risk means a child who is at risk of not entering school ready to learn due to factors including, but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care giving; having
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unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”

- d. **Coordinated Enrollment: A locally generated early learning enrollment system that coordinates information, eligibility and applications and successfully matches families with an early learning program, and/or other needed services, based on eligibility criteria, availability, and as informed by family preferences.**
- e. **Community Plan or Community Planning: A set of planning processes and activities, which identifies system, organizational, professional, and individual assets and needs, in an Early Learning Hub region. Community planning and plans are intended to inform individual Hub investments, goals, objectives, and strategies, as well as the statewide expansion of high quality early learning programming, supports, and services. Planning activities may be initiated at the discretion of a Hub and/or at the request of the Early Learning Division.**
- f. **Coverage Area:** The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.
- g. **Early Care and Education or ECE: Includes settings in which children are cared for and taught by people other than their parents or primary caregivers with whom they live. These include center-based care arrangements (for example, child care centers, preschools, and prekindergartens), Preschool Promise, Oregon PreKindergarten, Head Start and Early Head Start programs, and non-parental home-based arrangements, in which care is provided in the child’s or caregiver’s home, and in family child care homes, which are regulated settings in which a caregiver cares for multiple unrelated children.**
- h. **Early Educators:** Childcare educators who care for young children needing childcare as family, friend, neighbor, license-exempt, regulated subsidy, registered family, certified family, or certified center Early Educators.
- i. **Early Learning Hub or Hub:** ~~The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.~~ **The 2013 Legislature authorized the creation of 16 regional and community-based Early Learning Hubs to make support more available, accessible, and effective for children and families, particularly those from underserved communities. Hubs bring**

together the following sectors in order to improve outcomes for young children and their families: Early Care and Education, K-12, Health, Human Services, and Business.

- j. **Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and childcare ~~settings~~ programming, services and supports, home visiting services, Respite Care, and developmental screening.
 - k. **Early Learning Service Provider (Provider):** Any entity or professional working in early learning and development programs including, but not limited to, center-based and family child care providers, infant and toddler specialists, early intervention specialists, early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.
 - l. **Early Learning System:** ~~The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.~~ Cross sector initiative, inclusive of health, human services, early care and education, housing, etc., to working in concert to coordinate policies, programs, and services; create infrastructure; improve integration and achieve scale.
 - m. **First Tier Subcontractor:** A person or company under direct contract to County, but due to the nature of their work, have a potential impact on County's, as well as ELD's, liability.
 - n. **Focused Child Care Network or FCCN:** ~~A Focused Child Care Network is a~~ cohort of Early Educators who meet frequently with a Quality Improvement Specialist to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. The FCCNs must utilize Spark, Oregon's Quality Rating and Improvement System, as the framework to support continuous quality improvement with an expectation that programs will submit an application and portfolio to receive a Spark quality rating.
 - o. **Goal:** Long range expression of success for a population of children/families.
 - p. Hub Roles: The functions an Early Learning Hub must carry out in service to the achievement of the three Early Learning System Goals identified in Raise Up Oregon – A Statewide Early Learning System Plan.
 - q. ~~Hub Roles Plan: The plan approved by ELC that identifies the roles that each Hub must play, with respect to the three goals identified by ELC for Hubs in~~
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Oregon. The plan may be amended with the approval of the ELC. The plan includes Potential Indicators.

- r. ~~Potential Indicators:~~ **Potential Indicators:** The short-term markers of success, identified by ELC in the Hub Roles Plan, that provide benchmarks to assess progress by a Hub towards each of the goals identified in the Hub Roles Plan.
- q. **Indicators: Markers of success, which measure how well Hubs are carrying out their essential functions - also known as the Hub Roles.**
- r. ~~Key Activities:~~ **Key Activities:** Actions that lead to Outcomes and are important steps to achieve the Goals. **Actions that are carried out in order to achieve identified strategies.**
- s. **Kindergarten Assessment or KA:** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- t. **Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- u. ~~Outcome:~~ **Outcome:** The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year-to-year. **The end result of the implementation of a strategy or strategies that indicates whether progress has been made towards the overall Goal(s).**
- v. **Patient-Centered Primary Care Home or PCPCH:** A health care clinic that has been recognized for its commitment to patient-centered care.
- w. ~~Performance Based Contracting:~~ **Performance Based Contracting:** The State expectation of performance against Goals in return for continued contracting.
- w. **Quality Rating Improvement System or QRIS:** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- x. **Raise Up Oregon – A Statewide Early Learning System Plan: A cross sector, 5 year strategic plan, which details the objectives, strategies, and activities to realize the ELD’s 3 statewide system goals and vision for young children and their families prior to school entry.**
- y. **Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family’s ability to continue providing care for At-Risk children.
- z. ~~Served/service:~~ **Served/service:** Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of

Early Learning Service Provider has a different definition for what it means to have “Served” a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider’s individual programmatic definitions:

- z. **Spark:** ~~Oregon’s Quality Rating and Improvement System, which offers coaching, professional development, and resources to help early care and education programs continue improving their quality. Spark uses a star rating model to provide information for families to help them access quality early care and education.~~ **Oregon’s Quality Rating and Improvement System, which offers quality improvement consultation, professional development, and resources to help early care and education programs continuously improve quality, with the intention of improving child-provider level interactions.**
- aa. **Strategy:** ~~Describes at a high level how work will be accomplished.~~ **The specific approach or approaches that will be used to accomplish a stated objective. Strategies are accomplished through the achievement of activities. The achievement of activities are measured through outputs.**
- bb. **Target:** ~~The specific level of a Metric to achieve by a certain date.~~ **How much of a set metric for performance will be achieved by a pre-determined date.** Targets should be ambitious but achievable (for example, Targets should not be so easy that 100 percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).
- cc. **Target Population:** The portion of children and families in the Coverage Area that an Early Learning Hub will be focusing its coordination of Early Learning Services.
- dd. **Technical Assistance or TA:** The provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. TA may include coaching, consultation, and professional development advising.
- ee. **Work Plan:** Identification of Key Strategies and Activities the County will perform, the roles and indicators the County will use, and Outcomes the County will be accountable for.

Additionally, ELD identifies the following definitions for consistency with respect to the equity obligations that County must meet.

- a. ~~**Asset-Based Mindset:** A mindset that draws upon the potential of children, families, and communities as opposed to deficits to develop and enhance County’s services.~~ **A mindset that focuses on seeing potential rather than deficits and draws upon the strengths of children, families, and communities to develop and enhance County’s services.**
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b. **Strength-Based Approach:** Policies, practice methods, and strategies that identify and draw upon the strengths of children, families, and communities to develop and enhance County's services.

c. **Educational Equity:** The educational policies, practices, and programs necessary to:

- (1) — eliminate educational barriers for students and populations whom the education systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- (2) — provide equitable educational opportunities and ensure that students Furthest from Opportunity meet the same rigorous standards for academic performance expected of all children and youth.

Educational equity knowledge and practices in educational environments have evolved over time and require a comprehensive approach. Equity strategies are planned, systemic and focus on the core of the teaching and learning process (curriculum, instruction and educational environment/culture). Educational equity activities promote the real possibility of equity of educational results for each student and between diverse groups of students.

d. **Furthest from Opportunity:** Historically underserved or underrepresented populations defined as:

- — African American
- — Asian/Pacific Islander
- — Children with disabilities
- — Individuals experiencing economic disparities
- — English language learners
- — Geographically isolated
- — Immigrants and refugees
- — Latino
- — Tribal Communities

e. **Service Equity:** Organizational policy, practices and procedures necessary to:

- (1) — eliminate service delivery disparities for parents, providers, and others whom the systems have placed at risk because of their race, ethnicity, income status, English proficiency, national origin, citizenship status, gender, sexual orientation, disability status, and geographic location; and
- (2) — provide equitable access and opportunities to ensure that you are creating a system that sustainably serves communities Furthest from Opportunity.

~~Service equity knowledge and practices in service delivery environments have evolved over time and require a comprehensive approach.~~

- c. **Systemic Equity Strategies:** A plan of actions, a set of policies, and procedures chosen to create sustainable efforts that promote the service outcomes that result in greater access and opportunities to all services that are being provided by the County to populations identified as furthest from opportunity.
- d. **Historically Underserved Communities: Refers to communities that the Early Learning Council Equity Implementation Committee identified as African American, Asian and Pacific Islander, English Language Learners, Geographically Isolated, Immigrants and Refugees, Latino, Tribal Communities, and Children with Disabilities, Economic Disparities, or of Incarcerated Parents/Parental Figures.**

EXHIBIT A, Part 1, Statement of Work, Section 6

6. ~~Coordinated Service Delivery.~~ System Coordination and Alignment.

County shall, in its Coverage Area:

- a. Function as the coordinating body ~~to identify~~ **that identifies** early learning resources and services; ~~to coordinate~~ **coordinates** the delivery of those resources and services to children 0 through 6 and their families; and ~~to help~~ **to align** resources in order to achieve ~~Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in the Hub Roles Plan provided to County by ELD~~ **the three Early Learning System Goals, and support the implementation of Raise up Oregon.**

If Early Learning **resources and** Services are not available in the Coverage Area or existing Providers have insufficient capacity in the Coverage Area (other than those services identified in subsections ~~e. through i.~~ **g. through m.** below, which County may provide through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for delivery of those services.

- b. ~~Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in the Hub Roles Plan provided to County by ELD, with specific focus on the Target Population. ELD has determined there are 11,791 At Risk Children in the County's Coverage Area. County has designated the following as its Target Population: All At Risk Children and their families.~~ **Support the successful implementation of community planning for the expansion of ECE as directed by the ELD.**
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- c. Develop an Early Care and Education Sector Plan (ECESP) utilizing the ELD provided Tool Kit as part of its Work Plan. The ECESP shall be developed by a Regional Stewardship Committee (RSC). This RSC shall be established by the Hub's Governance Council. The RSC's membership roster and parent support plan shall be submitted to ELD by October 5, 2019, for approval by the ELD Agreement Administrator.
- d. Ensure that the RSC convenes at least once between October and December 2019 and develops the following deliverables as outlined in the ELD Tool Kit to be submitted on the ELD provided templates and approved by the ELD Agreement Administrator:
 - (1) By October 14, 2019 – Conduct Quantitative Data Analysis and provide results including estimates of children that are eligible for ECE services and estimates of children currently receiving services. Provide a narrative summary of the RSC's efforts to engage families within each of the potential priority populations that encompasses outreach efforts throughout the geographical Hub region.
 - (2) By November 8, 2019 – Conduct and finalize family engagement with parents from identified priority populations to inform the ECESP.
 - (3) By December 6, 2019 – Conduct and finalize community engagement with child care providers working to inform the ECESP.
 - (4) By December 6, 2019 – Develop a vision for coordination of financing for the ECESP.
 - (5) By December 15, 2019 – Submit the completed ECESP as described in the ELD Tool Kit and with the provided templates.
- e. Submit Sub-Contractor vetting process to ELD Agreement Administrator for review and approval.
- f. Create the following and provide to the ELD Agreement Administrator upon request:
 - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
 - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships.
- g. Provide through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1 only through September 30, 2017.

- h. Provide through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.
- i. Provide through sub-contracts Kindergarten Partnership and Innovation services in accordance with Exhibit E, Program Requirements, Part 3 only through September 30, 2017.
- j. Provide through sub-contracts School Readiness services in accordance with Exhibit E, Program Requirements, Part 4.
- k. Provide through sub-contracts Healthy, Stable and Attached Family services in accordance with Exhibit E, Program Requirements, Part 5.
- l. Provide through sub-contracts Preschool Promise services in accordance with Exhibit E, Program Requirements, Part 6 only through January 31, 2020.
- m. Provide through sub-contracts FCCN services in accordance with Exhibit E, Program Requirements, Part 7 only through September 30, 2019.

EXHIBIT A, Part 1, Statement of Work, Section 8

8. Performance Standards and Outcomes.

County shall:

- a. Recognize that the Strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in Attachment 3 through September 30, 2017. Beginning on October 1, 2017, and continuing through September 30, 2019, the Strategies and Key Activities identified in the Work Plan approved by ELD must roll up into the goals and outcomes of the Hub Roles Plan provided by ELD to County. Beginning October 1, 2019, the Strategies and Key Activities identified in the Work Plan approved by ELD must achieve the three Early Learning System goals and support the implementation of Raise up Oregon.
 - b. In collaboration with ELD, update between August and September each year, through September 30, 2017, the performance Targets for each of the performance Metrics in Attachment 3.
 - c. Achieve annual Targets set forth in Attachment 3 through September 30, 2017.
 - d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.
 - e. Complete Hub monitoring accountability process to ensure that County:
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- (1) ~~Develops collaborative systems in their regions~~ **Develops a collaborative, cross sector Early Learning System in their region;**
- (2) Invests strategically in priority populations; and
- (3) Demonstrates progress ~~on~~ **towards** outcomes related to Early Learning System's three main goals.
- (4) Participates in a culture of continuous quality improvement ~~across the Early Learning System.~~

EXHIBIT A, Part 2, Payment and Financial Reporting

See revised EXHIBIT A, Part 2, Payment and Financial Reporting, attached to this Amendment.

EXHIBIT B, Standard Terms and Conditions, Section 13

13. Insurance.

- a. County shall maintain insurance as set forth in Exhibit C, attached hereto.
- b. County shall require each of its First Tier Subcontractors (other than subcontractors providing Preschool Promise services) to obtain and maintain insurance ~~consistent with the insurance requirements of County described in Exhibit C~~ **as set forth in Exhibit C, Part 2: Hub Subcontractor Insurance Requirements.** County shall require its First Tier Subcontractors providing Preschool Promise services to obtain and maintain insurance as set forth in Exhibit C, Part 1, ~~attached hereto;~~ **Subcontractor Insurance Requirements for Preschool Promise Providers.** Subject to the prior written approval of ODE, County may modify the amount or waive all or a portion of the insurance otherwise required of a First Tier Subcontractor. The request for approval of a waiver or modification of the insurance requirements for a First Tier Subcontractor must identify the subcontractor and the requested insurance waiver or modification with particularity. If ODE approves a waiver or modification of the insurance requirements for a First Tier Subcontractor, the insurance requirements of this Agreement, as applied only to that First Tier Subcontractor, shall be deemed modified consistent with the approved waiver or modification. ODE may grant or withhold its approval of a waiver or modification request in its sole discretion.
- c. Notwithstanding Section 13.b. above, if a First Tier Subcontractor of County is a local public body in Oregon, County may, in lieu of requiring that First Tier Subcontractor indemnify ~~in accordance with the requirements of Section 19 of Exhibit B~~ and obtain and maintain insurance as described herein, agree to a contribution arrangement with the local public body by including provisions in substantially the following form (that survive termination of the subcontract) in its subcontract with the First Tier Subcontractor for the services to be rendered under the subcontract:

EXHIBIT B, Standard Terms and Conditions, Section 14

14. ~~Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.~~ **Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.**

EXHIBIT C, Insurance Requirements

Exhibit C, Insurance Requirements is replaced in its entirety with the updated Exhibit C, Insurance Requirements, attached to this Amendment.

EXHIBIT C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers

Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise is replaced in its entirety with the updated Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise, attached to this Amendment.

EXHIBIT C, Part 2, Hub Subcontractor Insurance Requirements

The new insurance requirements for Hub Subcontractors is detailed in Exhibit C, Part 2, Hub Subcontractor Insurance Requirements, which is attached to this Amendment.

- II. Except as expressly amended, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties, and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
- III. **Certification.** The individual signing on behalf of County hereby:
- a. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters
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118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.657; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620; (c) County is an independent contractor as defined in ORS 670.600; and (d) the supplied County tax identification numbers are true and accurate;

- b. Certifies that, to the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
 - c. Certifies that County has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of the Agreement, to maintain the policy and practice in force during the entire Agreement term.
 - d. Certifies that County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
- IV. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

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COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.

V. Signatures.

Clackamas County:

By:

Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Department of Administrative Services,
Procurement Services:**

By: Kelly Mix

Authorized Signature	Title: Deputy Chief Procurement Officer	Date
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State of Oregon, acting by and through its Department of Education:

By:

Authorized Signature	Title:	Date
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Approved for Legal Sufficiency: Not Required – ODE utilized OAR 137-045-0070.

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the University of Wyoming,
Wyoming Survey & Analysis Center for the Youth Opioid Prevention Project

Purpose/Outcome	Wyoming Survey and Analysis Center (WYSAC) will be responsible for data collection and analysis, evaluation, providing support to and measuring the effectiveness of the Youth Opioid Task Force, and providing ongoing technical assistance for the duration of the project.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$100,000 No County General Funds are involved.
Funding Source	Office of Juvenile Justice and Delinquency Prevention Catalogue of Federal Domestic Assistance (CFDA #16.842)
Duration	October 1, 2019 through 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	County Counsel has reviewed and approved this document. Date of counsel review: November 26, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9563

BACKGROUND:

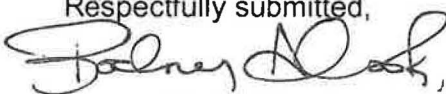
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center to collect and analyze data for performance measures, data reporting and coordinate efforts in collaboration with the Clackamas County Opioid Task Force to maintain and share county-level data related to opioid abuse.

This Intergovernmental Agreement is effective upon signature by all parties for services starting on October 1, 2019 and terminating on September 30, 2021. This Agreement has a maximum value of \$100,000 and no county funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



HAS DEPUTY - FOX

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS
COUNTY CHILDREN, FAMILY AND COMMUNITY CONNECTIONS AND
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS
CENTER**

1. **Parties.** The parties to this Agreement are the Clackamas County Children, Family and Community Connections ("Client"), whose address is 150 Beaver Creek Rd., Suite #305, Oregon City, OR 97045, and the University of Wyoming ("University"), Wyoming Survey & Analysis Center ("WYSAC"), whose address is Dept. 3925, 1000 E. University Ave., Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is establish the terms under which WYSAC will evaluate the Opioid Affected Youth Project for Clackamas County (CC). The project is funded by the Office of Juvenile Justice and Delinquency Prevention (OJJDP).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted ("Effective Date"). The term of this Agreement is 10/1/2019 through 9/30/2021.
4. **Responsibilities of the Parties.** The responsibilities of both parties are described in Attachment A.
5. **Payment.** Client agrees to pay WYSAC a fixed price amount of \$100,000.00 for the services provided.

Payment shall be made quarterly within 30 days after receipt of fixed price quarterly invoice.

6. **Termination of Agreement.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. In the event that the Client decides to cancel the Agreement (other than for cause) after the Agreement has been signed, Client agrees to pay 10% of Agreement amount, or the expenses incurred through the date of termination, whichever is greater. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow party, 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 Client is prohibited from paying for such work from the planned funding source.
7. **Ownership and Copyright.** WYSAC is undertaking this project as a work for hire, and claims no ownership rights or copyright over the resulting data. WYSAC claims copyright over WYSAC written reports. Subject to the terms and conditions set forth in this agreement, WYSAC hereby grants Client a non-exclusive, worldwide, non-transferable license to the written reports related to this Agreement. Except as outlined above, Client shall not use the name, trade name, trademarks, service marks, logos, or any other designation of WYSAC or the University of Wyoming. To the extent permitted by the Oregon or Wyoming Public Records Acts, and other applicable law, nothing in this agreement shall be construed as denying WYSAC's right and obligation to safeguard the confidentiality of all personally identifying information or data obtained as a consequence of the project work. Client grants to WYSAC the right to reference the project, including summary results, in promotional or other materials. Client agrees to acknowledge the assistance of WYSAC in project

reports.

8. **General Provisions.**

- A. **Sovereign Immunity/Governmental Claims.** Neither party waives its sovereign or its governmental immunity by entering into this Agreement and fully retains all immunities, defenses, or other limitations of liability that may be provided by applicable law with regard to any action based on this Agreement.
- B. **Equal Employment Opportunity.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non- discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client agrees to indemnify, save harmless and defend WYSAC, 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 Client or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Client has a right to control.

Subject to the limits of applicable law, WYSAC agrees to indemnify, save harmless and defend Client, 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 WYSAC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which WYSAC has a right to control.

- D. **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.
- E. **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.

- F. **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.
- G. **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.
- H. **No Third-Party Beneficiary.** WYSAC and Client are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- I. **Subcontract and Assignment.** WYSAC 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 Client, which shall be granted or denied in the Client's sole discretion. Client's consent to any subcontract shall not relieve WYSAC of any of its duties or obligations under this Agreement.
- J. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- K. **Necessary Acts.** Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- L. **Time is of the Essence.** WYSAC agrees that time is of the essence in the performance this Agreement.
- M. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- N. **Force Majeure.** Neither WSAC nor Client shall be held responsible for delay or default caused by events outside of the WSAYC or Client'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 its obligations under this Agreement.

- O. **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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:

Richard Swift, Director, Health, Housing & Human Services, Clackamas
County

Date



Tiffany Comer Cook, Interim Director

University of Wyoming, Wyoming Survey & Analysis Center

12/4/19
Date



Diana G. Hulme, Associate Vice President for Research

University of Wyoming, Office of Research & Economic Development

12/4/19
Date

ATTACHMENT A
Responsibilities of the Parties and Scope of Work

Responsibilities of the Parties

1. Client will be responsible for:
 - a. Communicating in a timely and responsive manner to all requests from WYSAC, including assistance in the reporting and interpretation of data.
 - b. For each upcoming year, notify WYSAC annually of funding renewal.
 - c. In the event of funding non-renewal, both parties are excused from further performance of this agreement except to wrap up issues that usually arise in such matters with termination.
2. WYSAC will be responsible for:
 - a. Providing the services and deliverables set forth in the scope of work, attached hereto and incorporated by this reference herein.
 - b. Providing training to Client on how to effectively use and understand data.
 - c. Providing technical assistance to Client on how to use project-specific data to improve programming and document the achievement of program outcomes.
 - d. Assisting the Coordinator with development of new data points for surveillance – Taskforce data specific data support.
 - e. For each upcoming year, WYSAC will not begin work until Client provides notification of funding renewal.

Scope of Work

1. **Data Mining and Analysis**
 - a. Assist in the identification and collection of all currently available opioid related data.
 - b. Identify gaps in data and develop and standardize data collection, analytics, and analyze outcomes.
 - c. Coordinate Taskforce efforts to collect, maintain, and share county-level data related to opioid abuse among youth.
 - d. Obtain Institutional Review Board approval from the University of Wyoming for all data collection.
2. **Evaluation**
 - a. Assist the development of a data-driven, coordinated response addressing the abuse of opioids among youth utilizing evidence-based practices.

- b. Develop outcome measures to evaluate the impact of data-driven evidence-based strategies.
- c. Collect and analyze program data and develop annual evaluation report.
- d. Complete and submit regular performance data as required by OJJDP on-line reporting system.
- e. Collect, analyze and report data for both short and long-term outcomes to OJJDP.

3. Task Force

- a. Attend and participate in bi-monthly Task Force meetings to discuss community and statewide approaches to addressing opioid use among youth and monitor progress toward Task Force goals and strategies.

4. Data Specific Technical Assistance

- a. Communicate regularly with the Task Force and other community prevention professionals to answer questions and troubleshoot quality assurance issues.
- b. Provide technical assistance site visits with Clackamas County and agencies funded through the project.
- c. Participate in and present at any Clackamas County and/or other opioid prevention-related events or meetings as requested, including federal meetings.
- d. Provide on-site research assistance to increase data collection capacity with system partners.

December 19, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon)

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Amendment # 1 extends the agreement for another year and adds \$73,507.
Dollar Amount and Fiscal Impact	The maximum contract value is \$144,187.
Funding Source	Grant funds from OHSU - No County General Funds are involved.
Duration	Effective October 1, 2019 and terminates on September 30, 2020
Previous Board Action	The previously viewed this on July 11, 2019, Agenda item 071119-A2
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
County Counsel	County Counsel reviewed and approved this Agreement on 12/03/2019
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	9361-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Grant Agreement with Oregon Health & Science University (OHSU) for the Oregon Care Coordination Program (CaCoon).

Amendment #1 extends the term for 1 year and adds \$73,507. CCPHD receives grant funding from OHSU for the continuation of the Oregon Care Coordination Program (CaCoon). This grant allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

Page 2 Staff Report
July 11, 2019
Agreement #9361

This Agreement is effective October 1, 2019 and continues through September 30, 2020. OHSU experienced a delay in receiving their funding. As a result there was a delay in sending us the Agreement. This Agreement is retro-active due to these delays.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy - For

Richard Swift, Director
Health, Housing, and Human Services

Research Subaward Agreement Amendment Number 1

Pass-through Entity (PTE)		Subrecipient	
Institution/Organization ("PTE") Entity Name: Oregon Health & Science University Email Address: spasub@ohsu.edu Principal Investigator: Benjamin Hoffman		Institution/Organization ("Subrecipient") Entity Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division Email Address: jweber2@co.clackamas.or.us; swhitehead@co.clackamas.or.us Principal Investigator: Julie Aalbers	
Project Title: Title V: Maternal & Child Services			
PTE Federal Award No. B04MC31511		Federal Awarding Agency: HRSA	
Subaward Period of Performance: Start Date: 10/01/2018 End Date: 09/30/2020	Amount Funded This Action: \$73,507	Subaward No: 1015198_CLACKAMAS	
Effective Date of Amendment: 10/01/2019	Total Amount of Federal Funds Obligated to Date: \$144,187	Subject to FFATA: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Automatic Carryover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Amendment(s) to Original Terms and Conditions

This Amendment revised the above-referenced Research Subaward Agreement as follows:

The Period of Performance is hereby extended through 09/30/2020.

The Current Budget Period is from 10/01/2019 through 09/30/2020.

Funds for the Current Budget Period are hereby awarded in the amount of \$73,507 per Attachment 5.1, Payment Schedule (1 page).

The Statement of Work for the Current Budget Period is hereby included as Attachment 5.1, Statement of Work (18 pages).

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE _____ Date: _____ Jen Michaud Subout Grants & Contracts Administrator	By an Authorized Official of Subrecipient _____ Date: _____ Name: Richard Swift Title: Director, Health, Housing and Human Services
---	--

SUBAWARD 1015198_CLACKAMAS, Amendment 1
Attachment 5.1

PAYMENT SCHEDULE:

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$44,104.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2020, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$29,403.

The final invoice must be received no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into an Option of Purchase and Sale Agreement and to Begin Due Diligence
for the Purpose of Acquiring Real Property

Purpose/Outcomes	To enter into an Option of Purchase and Sale Agreement for the Econo Lodge Motel property located at 17330 SE McLoughlin Blvd., and to begin the due-diligence and evaluation necessary for the purchase. This property is in the Jennings Lodge area, south of the Milwaukie city limits. If acquired, the property will be used for affordable housing for low and very low-income households.
Dollar Amount and Fiscal Impact	\$25,000 of HOME funds or CDBG funds will be used to secure the Option Agreement. Purchase price is determined to be the lesser of the appraised value or \$2,900,000. Acquisition will be funded with HUD funds, Metro Bond funds, or a combination of both
Funding Source	U.S. Department of Housing and Urban Development (HUD) and/or Metro Bond funds. No County General Funds are involved
Duration	Effective upon execution of the Option Agreement. Affordability and compliance periods will be determined by the requirements of the funding sources.
Previous Board Action	At the December 10, 2019 Executive Session the Board approved of H3S to enter into an Option Agreement for the purchase of the Econo Lodge Motel, and to begin its due diligence and evaluation of the property.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	Andrew Naylor of County Counsel reviewed and approved the Letter of Intent and the Option of Purchase and Sale Agreement on December 11, 2019.
Contact Person	Kevin Ko, Housing and Community Development - (503) 655-8359
Contract No.	

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of an Option of Purchase and Sale Agreement for the acquisition of the Econo Lodge Motel property. The purpose of the acquisition is to provide permanent affordable housing to low and very low-income households in Clackamas County. The motel sits on a site of approximately .5 acres which is zoned CC (Corridor Commercial) and C-3 (General Commercial). Multi-family housing is a permitted use for properties with this designation. There are 27 motel rooms plus one manager's

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www.clackamas.us

apartment in the two-story structure. It is anticipated that the room configuration may change as they are converted from motel to apartment use. The most current appraisal gives this property a value of \$2,880,000. H3S will order an updated appraisal as part of its due diligence. Other due diligence activities will include an Environmental Assessment, financial and programmatic feasibility evaluations and property inspections.

The Option of Purchase and Sale Agreement requires a deposit of \$25,000 into an escrow account. HOME Investment Partnerships Program (HOME) funds or Community Development Block Grant (CDBG) funds will be used for the deposit. It is anticipated that CDBG, HOME, Section 108 and Metro Bond funds will be used, either alone or in combination for the acquisition of the property. No County General Funds will be used.

RECOMMENDATION:

We recommend the approval of the Option of Purchase and Sale Agreement for the Econo Lodge Motel property and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

 Rodney A. Cook, H3S Deputy - For

Richard Swift, Director
Health, Housing & Human Services Department

Attachments:

Letter of Intent to Purchase (draft)
Option of Purchase and Sale Agreement (draft)



December 9, 2019

Mr. Dirgesh Patel
Dirgesh LLC
3801 N. Interstate Ave.
Portland, OR 97227

Re: LETTER OF INTENT TO ACQUIRE ECONOLODGE MOTEL INCLUDING .51 ACRES OF LAND AND IMPROVEMENTS LOCATED AT 17330 SE MCLOUGHLIN BLVD MILWAUKIE, OREGON 97267

Please accept the following Letter of Intent to enter into an Option of Purchase and Sale Agreement on approximately .51 acres of land and the improvements located at 17330 SE McLoughlin Blvd. Milwaukie, Oregon 97267, consisting of Assessor Parcel Number 22E18BC01300, Following initial discussions, the proposed buyer is prepared to pursue the purchase of the property under the following terms and conditions:

Buyer: Health, Housing, Human Services of Clackamas County or assigns
P.O. Box 1510
Oregon City, OR 97045

Seller: Dirgesh Patel
3801 N. Interstate Ave.
Portland, OR 97227

1. Purchase Price: Two Million Nine Hundred Thousand dollars (\$2,900,000.00), or appraised value whichever is less.
2. Terms: Cash and potentially proceeds of a Housing and Urban Development loan at Closing.
3. Option Agreement: An Option of Purchase and Sale Agreement to purchase the subject property shall be secured with a deposit of Twenty-Five Thousand Dollars (\$25,000) in the form of a check to be delivered to Fidelity National Title Company of Portland, Oregon. The option will become non-refundable (except as set forth below and in the



Option of PSA) upon Buyer's waiver of the Feasibility and Financing Contingencies described in Paragraph 4 below. All Option deposits and accrued interest shall remain in escrow and be applied to the purchase price at closing.

Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Clackamas County Community Development Division as the responsible entity has provided Buyer and/or Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other Contingencies in this Agreement, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. Clackamas County Community Development Division shall use its best efforts to conclude the environmental review of the property expeditiously.

4. **Feasibility Contingency:** Seller shall cooperate with Buyer as requested to obtain all governmental approvals for all required permit(s) for Buyers intended use. Buyer to have forty five (45) days from the date of Buyer's receipt of all documents on Exhibit B to analyze and investigate all aspects of the Property including but not limited to environmental review including Phase 1, and if required Phase 2 Environment Site Assessments and Hazardous Materials Assessments, and feasibility of Buyer's intended use of the Property, all at Buyer's sole discretion (the Feasibility Period).
5. **Financing Contingency:** Buyer requests an additional ninety (90) following expiration of the Feasibility Contingency and waiver of Feasibility Contingency to obtain an acquisition loan from the Department of Housing and Urban Development, or METRO.
6. **Closing:** The closing on the Property is to occur on or before fifteen (15) days following completion of Financing Contingency and waiver of all contingencies. The closing will be further contingent on final written approval by the Clackamas County Board of Commissioners (the "Board") to proceed with closing of the sale, as determined by the Board at its sole administrative discretion; and Appropriation by the Board of sufficient funds, including any federal or state grants or other funding sources necessary as determined by Buyer in its sole administrative discretion, to permit Buyer to proceed with the closing of the sale.



receipt of funds from the Department of Housing and Urban Development.

7. Documents And Access: Seller will provide Buyer with those documents identified in Exhibit A. Seller shall provide to Buyer unrestricted access to the site for testing and planning during the term of the Option of PSA.
8. Option of Purchase and Sale Agreement: Upon an indication of acceptance of this letter by Seller, Buyer agrees to prepare a draft Option of Purchase and Sale Agreement within 5 business days.
9. Representation: Skip Rotticci of Colliers International is solely representing the Buyer in this transaction. Seller to pay a fee equal to five percent (5%) of the gross purchase price at closing to Colliers International.

Buyer and Seller agree that the foregoing constitutes only a general expression of proposed terms and conditions. Either party to the draft Option of PSA may add additional terms and conditions later. Seller shall not be bound to sell the Property and Buyer shall not be bound to purchase the Property until a mutually acceptable option of PSA is executed. If an Option of PSA is not mutually executed within the specified period, for any reason, this Letter of Intent shall be null and void.

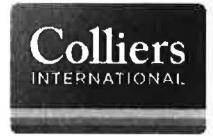
If the foregoing is acceptable, please execute this letter and return the same as soon as possible.

Very truly yours,

Skip Rotticci, CCIM
Colliers International

APPROVED and ACCEPTED:
Dirges Patel

_____ Date: _____
By: Dirges Patel



APPROVED and ACCEPTED:
Health, Housing, and Human Services of Clackamas County or assigns

_____ Date: _____
By: Richard Swift

EXHIBIT A

Property Documents

1. Business records
2. Plans, permits, and approvals
3. Reports, studies or assessments relating to the real property
4. Environmental assessments and reports
5. Geotechnical and soil assessments and reports
6. Correspondence from or to any governmental or regulatory agency regarding the Property within the last 5 years
7. Any recorded or unrecorded Easements

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Community Development Block Grant from Clackamas County Community Development, for the Housing Rights and Resources Project for the Purpose of Addressing and Promoting Fair Housing and Furthering Housing Opportunity

Purpose/Outcomes	Approval to apply for a grant renewal from Clackamas County Community Development for the purpose of addressing and promoting Fair Housing and furthering housing opportunity, focusing on homeless and low-income residents
Dollar Amount and Fiscal Impact	\$300,000
Funding Source	Community Development Block Grant. The grant requires a 20% match, met through State of Oregon Emergency Housing Account funds and in-kind services from Legal Aid Services of Oregon and the Fair Housing Council of Oregon. No County General Funds are involved.
Duration	July 1, 2020 through June 30, 2022.
Previous Board Action	Approval to Apply for FYs 17/20 was approved on December 20, 2016
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	N/A
Contact Person	Brenda Durbin, Director, Social Services Division – 503-655-8641
Contract No.	N/A

BACKGROUND:

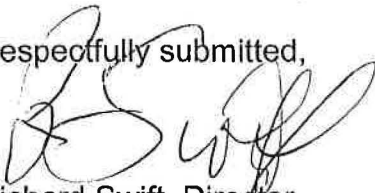
The Social Services Division of the Health, Housing & Human Services Department requests approval to apply for a Community Development Block Grant from Clackamas County Community Development, for the Housing Rights and Resources project for the purpose of addressing and promoting Fair Housing and furthering housing opportunity, focusing on homeless and low-income residents.

Housing Rights and Resources is the main point of contact for low-income and homeless persons, including low-income renters who have experienced potential fair housing discrimination. Annual volume is indicative of need, 2,478 last fiscal year. Callers identify five primary needs: discrimination, landlord/tenant, rental assistance, emergency housing, and low/moderate housing. Last year, 121 contacts were due to potential fair housing issues (89% higher than FY 17-18) and 1,246 were due to potential landlord/tenant violations (13% higher than FY 17-18). If warranted, project staff streamline referrals to Legal Aid so that landlords violating fair housing or landlord tenant law can be challenged in court if necessary. Legal Aid refers to the Fair Housing Council for testing as appropriate.

RECOMMENDATION:

Staff recommends the Board approval of this renewal grant proposal and that Richard Swift, H3S Director, or his designee; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services Department

CDBG APPLICATION CERTIFICATION FOR FOR PROGRAM YEAR 2020 - 2021 PROPOSALS

Clackamas County, acting through its Community Development Division, will be accepting proposals until 6:00 p.m. on Thursday, December 19, 2019 for the use of Community Development Block Grant funds which the County anticipates receiving during the 2020 and 2021 program years.

The principal objective of the CDBG Program is to fund projects and programs which benefit low and moderate income people. Eligible activities include housing rehabilitation, provision of public improvements and facilities, economic development, handicapped accessibility improvements, historic preservation, public services and planning.

Applicant/Organization: Clackamas County Social Services/Health, Housing and Human Services

Name of Proposed Project: Housing Rights and Resources

Certification of Proposal

1. Statement of Understanding:

"I certify that I have reviewed this application in its entirety and that, to the best of my knowledge and belief, all of the information provided in this application is true. I also certify that I am officially authorized to represent the submitting organization by its governing board in the filing of this application."

Signature of Authorized Representative

Date

Richard Swift, Director
Print Name and Title

(503) 650-5694
Direct Phone Number



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Clackamas County Community Development
Community Development Division
PY 2020-2021 Clackamas County CDBG Application
12/19/2019 deadline

Clackamas County Social Services Division Housing Rights and Resources

Jump to: [Application Questions](#) [Budget](#) [Documents](#)

USD\$ 300,000.00 Requested

Project Contact

Erika Silver
esilver@clackamas.us
Tel: 503-650-5725

Additional Contacts
none entered

Clackamas County Social Services Division

2051 Kaen Road
Oregon City, OR 97045

Director, Social Services Division

Brenda Durbin
BrendaDur@clackamas.us

Telephone 503-650-5725
Fax 503-650-5722
Web <http://www.clackamas.us/socialservices/>

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. This application is to apply for programs or projects that may be funded with Community Development Block Grants (CDBG) funds. Please identify the proposed general activity. (Please select one)

CDBG Public Facility - community buildings, senior centers, etc. CDBG Public Works - infrastructure, streets, sidewalks, parks, etc. CDBG Housing - housing acquisition, home repairs, etc CDBG Public Services - services

- CDBG - Public Facility
- CDBG - Public Works
- CDBG - Housing
- CDBG - Public Services

2. Provide a short description of the project or service (No more than 50 words).

Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council. It actively addresses & promotes fair housing & furthers housing opportunity for all, focusing on homeless & low-income residents.

3. Who will this project assist? [Select One]

- Households
- Individuals
- A low income neighborhood

4. How many total individuals/households will be assisted by this project or service?

Low- and Moderate-Income (Low/Mod) data is included in the Library Tab above.

<input type="text" value="3,750"/>	Total Number of Low/Mod Assisted
<input type="text" value="250"/>	Total Number of Non-Low/Mod Assisted
<input type="text" value="4,000.00"/>	TOTAL

5. Identify the Total Project Cost for this project or service. What is the amount of Grant funds requested and the Total Amount of Other funds included in the project? These amounts may be estimates. Total Project cost will be calculated.

A more detailed budget identifying sources and uses of funds should be entered in the Budget Tab. Upload a project specific business plan and operating proforma in the 'Documents' tab.

Grant Funds Requested Amount

Total Other Funds Amount

TOTAL

6. Identify the Program Year (or years) in which the grant funds are requested. Funds awarded are available after July 1 of the start of the Program Year (PY).

The Program Year beginning July 1, 2020 to June 30, 2021 is PY20. The Program Year beginning July 1, 2021 to June 30, 2022 is PY21.

2020 - 2021 Amount (PY2020)

2021 - 2022 Amount (PY2021)

TOTAL

7. Project Description: Describe, in detail, what you plan to construct or rehabilitate and identify how the CDBG funds will be used. (Indicate if any acquisition is a part of the activity). Include:

-answer not presented because of the answer to #1-

8. For a Public Service Activity - Please check one

- This is a continuation of a previously funded CDBG activity
- This is quantifiable increase in the level of an existing service
- This is a new service

9. Identify the extent to which the project improves the agency/facility provider's ability to:

-answer not presented because of the answer to #1-

10. The proposed project must serve either an area which is primarily residential and predominantly low- and moderate-income (Area Benefit) or be limited to serving a predominantly low- and moderate-income clientele (Limited Clientele).

-answer not presented because of the answer to #1-

11. How many persons or households will be assisted by the proposed program or service in the First Year? In 5 Years? In 10 Years? Describe how these estimates were developed.

It is estimated that at least 2,000 households will be served in Year One and at least 2,000 households will be served in Year Two. This is based on a conservative review of the number of households served during the FY 18-19, 17-18 and 16-17 fiscal years.

It is also estimated that at least 7 community, landlord, work unit or civic groups will receive Fair Housing training and information during each of the two years of this project.

12. Describe the project in detail. Your response should include answers to the following questions:

• What unmet community needs will your project address • How did you determine the needs exist and how are they quantified • Have the needs changed in the past 5 years

Community Needs

- 1) Low-income County residents need a free resource to answer questions about fair housing rights, landlord tenant issues and low-cost housing.
- 2) Small landlords need a free way to get their questions answered. They want to follow the law but can't afford to join larger landlord groups for technical assistance.
- 3) Clackamas County needs to affirmatively further fair housing.
- 4) Civic and landlord groups need free, accurate training on Fair Housing and landlord tenant law, especially when changes occur.

Addressing Needs

Housing Rights and Resources (HR & R) is a unique and effective consortium of 3 Fair Housing organizations, Clackamas County Social Services, Legal Aid (LASO) and Fair Housing Council. HR & R actively promotes fair housing and furthers housing opportunity, focusing on low-income and homeless residents. HR & R is the main contact for low-income County residents dealing with potential fair housing discrimination. Small landlords ask HR & R questions about fair housing and landlord tenant matters. They often have more screening flexibility and lower rents, so they are an important and under-served

group. Finding out of court solutions to landlord tenant and fair housing disputes is a major goal, with lawsuits and court only as a last resort.

Fair Housing training and information was provided last FY to XX groups including Sandy Connect, Clackamas County Sherriff's Office, Aging and Disability Resource Connection, network of 10 senior centers, Homeless Solutions Coalition, Continuum of Care, Head Start, NW Housing Alternatives,

Quantifying Needs

The volume of contacts indicates the extent of needs - 2,610 last fiscal year or more than 13/business day. Callers identify 5 primary needs: landlord/tenant, discrimination, low cost housing, rent assistance and emergency housing. Last year, 384 calls and walk-ins included potential fair housing issues, almost 2/business day.

Changes Over Time

In FY 13-14 (5 years ago), HR & R also helped most callers experiencing homelessness. In January 2015, Coordinated Housing Access took this over. In FY 15-16, the first comparable year, HR & R received 2,097 calls and walk-ins. In FY 18-19, volume was 24% higher.

Unique, effective approach

In other counties, people with fair housing or landlord tenant questions have two main options, either call LASO directly but almost always be turned away, or call a volunteer based tenant alliance that serves all of Oregon and only opens 18 hours/week. This service does not guarantee a return call to non-Portland residents who cannot pay a \$10 membership fee. HR & R mostly hears that people call either or both options and never get a call back. Neither option sees walk-ins.

In contrast, HR & R is open 34 hours/week, answers more than 50% of calls live, and returns 95% of messages within 1 day. Services are in Spanish and English, and accessible in 239 more languages including ASL. Walk-ins are accepted. If HR & R Coordinator is out, 13 trained co-workers back up HR & R. HR & R offers each person access to professional staff who listens carefully to the details of their situation. Many situations can be addressed with a problem solving approach, such as explaining how to write a maintenance request or reasonable accommodation and providing a template that can be adapted to fit the situation. For example:

In urgent or egregious cases, HR & R streamlines referrals to LASO. Since HR & R helps low-income residents try up front problem solving, LASO prioritizes HR & R referrals, contacting residents within 3 days. LASO refers specific cases to Fair Housing Council for discrimination testing as needed.

LASO accepted 318 HR & R referrals and 28 requests from County residents who contacted Legal Aid on their own last year. 168 county residents received individualized housing related legal advice and/or representation. Lawsuits included representation for people who were discriminated against or harassed based on their race or income source, those needing accommodations due to disability that had been denied, homes in need of repairs to essential services, and domestic violence survivors who were not getting legally required landlord support to ensure their safety in housing. These services directly and affirmatively address Fair Housing rights of County residents. For example:

"African-American young mother in rural County complained to landlord about mold and plumbing leaks. Landlord retaliated with 60-day no-cause eviction. LASO's building-scientist expert witness investigated unit and prepared complaint and motion for Temporary Restraining Order to stop eviction. TRO pleadings were supported by a declaration from HR & R Coordinator about severe adverse consequences of eviction for tenants. Unfortunately, on eve of filing lawsuit, client lost her job and couldn't pay rent. Landlord then filed non-payment of rent eviction to get her out sooner than the remaining 60 days of the retaliatory no-cause. LASO represented and brought counterclaims for retaliation and habitability violation. The case settled for \$22,800, plus attorney fees and all repairs so future tenants could safely occupy unit. A good reference letter was also negotiated. She used some of settlement to move into a newly-built tax credit unit with lower rent."

"Represented mixed-race couple facing eviction and racially-based harassment from neighbor whose conduct resulted in arrest and criminal charges. Defended eviction, obtained reasonable accommodation for disabled client and continued tenancy while cooperating with landlord to provide factual basis to terminate tenancy of discriminatory neighbors."

The Fair Housing Council also plays an important role in the partnership, providing fair housing education to County landlords, property managers, tenants and service providers to prevent fair housing violations, maintaining a clear and comprehensive Fair Housing website and testing

13. List your service Goals.

• GOALS - "What do you want to achieve?" (ex: Improve reading skills for 20 kids, improved pedestrian safety for 400 households, better facility for 300 seniors, etc.)

1) Low-income Clackamas County residents, property owners and property managers are aware of their rights and responsibilities under fair housing and landlord tenant federal and state law.

2) Clackamas County homeless and low-income persons seeking affordable, safe housing are connected to resources and information that can help meet their housing needs.

3) Low income Clackamas County residents have streamlined access to free legal services and fair housing testing in situations of potential or actual violations of fair housing and/or landlord tenant law.

14. Identify your Project Performance Measures. These measures should be specific, verifiable, quantitative performance measures you will use to determine if your goals have been achieved for each activity.

• *PERFORMANCE MEASURES - "How will you verify success?" - (ex: pre- and post test, pre- and post school grades, etc.)*

Goal 1

1a. At least 3,750 tenants, homeless persons and low income homeowners access the Housing Rights and Resources service by phone or in person

1b. At least 200 landlords or property managers access the Housing Rights and Resources service

1c. At least 7 Fair Housing presentations (or an agreed upon equivalent activity) conducted annually, with training evaluations that document increased awareness of rights and responsibilities under fair housing federal and state law as a result of the presentation.

1d. Fair Housing Council maintains an up to date and informative website with fair housing information that is readily accessible to low income and other members of the general public.

Goal 2

Included in 1a.

Goal 3

3a. At least 350 low income Clackamas County residents access Legal Aid services regarding potential or actual violations of fair housing and landlord tenant law.

3b. Legal Aid refers to Fair Housing Council of Oregon, or low income Clackamas County residents self refer, up to 8 cases for fair housing testing conducted in accordance with industry standards.

15. Describe your work plan. Narrative should detail how your project or service will achieve the Area Median Income goal of assisting persons at or below 80% for CDBG (Refer to Income Table in the Tables Tab). Include the following:

• *intake procedures and eligibility documentation* • *outreach plan for clients* • *program evaluation plan* • *program specific procedures and guidelines*

All activities are continuous and driven by need throughout the project period. Fair Housing Activities and Homeless Services are High CDBG Funding Priorities in the Clackamas County 2020-2021 CDBG Funding Priority Index. This project provides CDBG activities 4 and 15. Outreach is ongoing through the Clackamas County website, a large variety of community events such as health fairs, senior events and community celebrations, provider networks including but not limited to the Aging and Disability Resource Connection Network, Hispanic Interagency Networking Team, Continuum of Care, A Safe Place Family Justice Center, Early Childhood Hub and Coffee Talk. The statewide tenant alliance also includes a link on their website to HR & R for Clackamas County residents, as does 211info.

Due to the high volume of contacts, means testing beyond self-reporting is not routinely performed, except for Legal Aid who requires proof of income and in most cases only serves people with incomes at or below federal poverty guidelines. However, the project fits within the CDBG Presumed Benefit group. Demographic information is not collected for information only contacts, those with relatively simple questions that can be easily and quickly answered. For those contacts of a more complex nature, and always for any situations that will be referred to Legal Aid, demographic data is collected in the Homeless Management Information system.

Reporting will be done by each partner on a quarterly basis including outputs, demographics when available, income level when available and narratives. If approved, the performance measures listed above will form the basis for quarterly reports in addition to required CDBG report elements.

Participant feedback is solicited in person with a paper form and every email contains a link to the participant feedback survey. All responses are reviewed by program manager, who follows up on any concerns raised.

This email came in on 11/19/19. "I wanted to take a moment to pass along my thanks for the amazingly prompt and helpful service that Housing Rights and Resources provided last week. In fact, my whole experience starting with an email from the Housing Authority and then a return call from Housing Rights and Resources was amazing... (I was seeking help for a 91-year old woman who apparently lives near our church. She called because she was afraid of being evicted.) I wanted to be sure to pass along kudos for receiving such great service."

16. Describe how the project service area boundary was determined. Use natural or identifiable land marks and/or streets to outline the boundaries.

-answer not presented because of the answer to #1-

17. Describe the target population (people who will be helped) for your project or service in more detail. Include the population size, demographics, location, etc.

US Census 2013-17 shows 9.0% of the County population, more than 35,500 people, live at or below federal poverty level (FPL). 10.8% of Clackamas children are in households earning less than FPL. 28.5% of female head of households with children have incomes at or below FPL. And, 44.9% of those 16 years or older living in poverty were employed. County residents who identify as Native American (18.4% below FPL), African American (14.4%), Native Hawaiian/Pacific Islander (18.4%) or Hispanic/Latino (15.5%) are far more likely to have incomes in the poverty or extreme poverty ranges than residents identifying as Caucasian (8.1%) or Asian (9.1%). Residents with disabilities (15.7% below FPL) are nearly twice as likely to have poverty income than people with no disability (8% below FPL).

Generally, CDBG income eligibility of 80% of AMI equals more than 300% of FPL. The Census Bureau estimates that more than 149,000 county residents meet this threshold.

Homelessness is an extreme form of economic insecurity. The January 2019 Homeless Count identified 1,166 homeless people. However, this under counts the actual number of homeless persons, as it is only an attempt to count homeless persons at one point in time, not year round.

18. Construction Schedule

-answer not presented because of the answer to #1-

19. Describe how the 20% matching requirement will be met.

At least 20% of any CDBG grant must be matched with other funds. Donated materials or donated services may also be considered matching funds.

Clackamas County Social Services will provide \$36,938 in State of Oregon Emergency Housing Account (EHA) match.

Legal Aid Services of Oregon will contribute \$20,000 as match. LASO will provide legal advice and representation, outreach and community presentations to low-income Clackamas County residents in fair housing and related issues not billed under this grant. LASO's hourly rate for attorney time under this grant is \$95.00 an hour for attorneys and \$75 for paralegals.

Fair Housing Council will contribute \$3,062 as match. This includes consultation with private attorneys on case strategies and complex legal issues during complaint preparation, supervisory staffing that is not reimbursed by Clackamas County, fair housing complaint testing costs to provide evidentiary support when cases result in formal administrative complaints and web site costs not billed to this contract. Source of funds are HUD Fair Housing Initiatives Program and in-kind donations from private attorneys

20. Provide a brief overview of your agency in the space below, including:

• description of the history, mission, and services of the organization, • year of incorporation and years of direct experience with the program, • description of staff experience with program, and • federal grant management experience.

Clackamas County Social Services (CCSS) Division provides assistance to older adults, people with disabilities, veterans and low-income residents of Clackamas County. Social Services is dedicated to helping people in need live with self-reliance and independence, offering many opportunities for all county residents to be socially engaged. The Social Services Division offers a breadth and depth of programs that help support the community and provide Clackamas County residents with the information and resources they need to be healthy and safe.

Homeless and housing related services of the organization include six HUD funded permanent and transitional homeless housing projects, the County's HUD

funded Coordinated Entry project (Coordinated Housing Access, the main entry point for all homeless system diversion, homelessness prevention, and homeless housing in the County), Bridges to Housing serving high needs homeless families, Housing Veterans

First, Housing our Families, Housing our Heroes, Veterans Rental Assistance, Lake Oswego Transitional Shelter, Housing Rights and Resources project, Rent Well tenant

education, Rent Well Rapid Re-Housing, as well as state funded services including Emergency Housing Account, Housing Stabilization Program, Low Income Housing Rental Fund. A total of 2,700 low-income persons were served through these projects in FY 2015-16, although there may be some duplication between projects.

The organization also contracts with a variety of year round and seasonal shelter providers including Clackamas Women's Services, Annie Ross House, Do Good Multnomah, Fathers Heart and Molalla Warming Center.

The bi-Annual Point-in Time Count of Homeless Persons is another contracted service that Clackamas County Social Services has oversight responsibility for. Beyond services to prevent and end homelessness, the organization provides a wide variety of other services that improve the lives of low-income people and others facing complex challenges.

Since 1983, CDBG funding has been an important funding source. Overall, the Division has more than 60 different funding sources including a wide variety of Federal, State, local and private sector funds. Human Services Manager Erika Silver has

more than 29 years managing CDBG and other federally funded programs, primarily domestic violence, homeless, low-income rent assistance and rehabilitation projects. Division Director Brenda Durbin has 19 years experience managing federal grants and Administrative Manager Teresa Christopherson has 13 years experience managing federal grants.

CCSS is the officially designated Community Action Agency, efficiently operating the twelve programs that provide housing and services to individuals and families experiencing or at risk of homelessness as well as the various contracts with community providers and a very large energy assistance program. As the Community Action Agency, CCSS convenes a Community Action Board, ensuring that low-income people and representatives of other local jurisdictions have a say in the planning and implementation of the agency's anti-poverty programs.

As the officially designated Area Agency on Aging, CCSS helps to fund ten senior centers, operates a large volunteer transportation program, operates an Aging and Disability Resource Connection, provides Care Transitions services and provides Options Counseling to help older adults and people with disabilities who are facing changing care needs, including housing.

The County Veterans Service Office, operated by CCSS, last year assisted more than 1,800 veterans and relatives in securing more than \$10,000,000 in Veterans Administration benefits. The Development Disabilities program provides case management and eligibility determination to more than 2,100 individuals with intellectual and developmental disabilities. The Volunteer Connection connects county residents who want to contribute their time and talent with opportunities throughout the county. In fiscal year 2015-16, 335 volunteers contributed more than 66,000 hours of service which included helping more than 1,500 seniors find the right Medicare plan, driving seniors and persons with disabilities to medical appointments and other critical errands, helping unpaid family caregivers manage their stress, and low income individuals manage their money.

21. Does your proposed project or service include purchase or acquisition of real property?

-answer not presented because of the answer to #1-

22. Describe your organization's fiscal management including:

• financial reporting • record keeping • accounting systems • payment procedures • audit requirements

Direct service staff members are supervised by a Human Services Manager with support and leadership from the Social Services Department Director. All Clackamas County staff must conduct themselves within the Clackamas County Personnel Ordinance which is codified by the Board of County Commissioners, as well as the Employment Practices and Policies.

Clackamas County has a robust onboarding and training program through the Human Resources Department. Clackamas County Social Services (CCSS) has its own Administrative Manual that spells out proper procedures for paying salaries, subcontractors and other program related expenditures. All expenditure requests are subject to three levels of review to ensure that expenses are eligible, within federal, state and county approved budgets, and that all required documentation is in place. CCSS works closely with the Finance Department to ensure proper financial record keeping, reporting, invoicing and accounting for restricted funds such as CDBG grants, using the PeopleSoft fund accounting system. The Treasurer's office reconciles the bank statements which is a completely separated function from accounts payable.

Clackamas County Social Services is audited regularly by funders including US Department of Housing and Urban Development (HUD), the State Unit on Aging and Oregon Housing and Community Services (OHCS) and has an administrative staff team specially charged with partnering with direct service staff and management to ensure compliance with funder and audit requirements.

23. Will anyone have to move? Do you expect the proposed project to displace any residents or businesses or if the project will cause low and moderate income housing to be demolished or converted to another use?

-answer not presented because of the answer to #1-

24. Has your agency received CDBG funding for any public facility or public service project over the past 5 years, if so, list the names and locations of the projects.

Clackamas County Social Services Division has received CDBG money for the following projects.

Housing Rights and Resources

Rent Well Tenant Education

2015, 2017 and 2019 Point in Time Homeless Count Planning and Implementation, including initial planning for 2021 Homeless Count

25. Does your program or agency collect participant eligibility records?

If so, please explain how confidential records are maintained and data quality is assured.

Clackamas County Social Services collects participant eligibility records. CCSS programs are subject to the Federal Privacy Act and Public Law 93-579. CCSS confidentiality policy is based on two key principles: a rule of reasonableness and the need to know. Staff shall only share such information about individual participants as is necessary to ensure that needed services are provided. Information may be exchanged with other agencies only if it is essential for the purpose of service

delivery and only with a signed release of information. All participant files are kept in locked file cabinets behind locked doors.

Personally identifiable data is kept to an absolute minimum in both paper files and electronic databases. Data is entered into electronic record systems only with participant consent, including the Homeless Management Information System, OPUS, VetraSpec, Oregon Access, and others and this data is accessed only on a need to know basis.

County policy requires that staff members log off these systems when leaving their work areas to ensure confidentiality. Additionally, CCSS requires review and signature acknowledging the county's confidentiality policies at hire and annually thereafter.

26. If your proposed project includes properties over 50 years old, it may be subject to review by the State Historic Preservation Officer (SHPO). How will you ensure compliance with SHPO?

-answer not presented because of the answer to #1-

Budget [top](#)

Sources of Project Funds	Committed	Uncommitted
Community Development Block Grant		USD\$ 300,000.00
Oregon Emergency Housing Account (EHA) match	USD\$ 36,938.00	
Legal Aid Services of Oregon in-kind match	USD\$ 20,000.00	
Fair Housing Council of Oregon in-kind match	USD\$ 3,062.00	
Total	USD\$ 60,000.00	USD\$ 300,000.00

Uses of funds	Amount
CCSS Personnel including taxes and fringe	USD\$ 153,828.00
Legal Aid Services of Oregon subcontract	USD\$ 124,632.00
Fair Housing Council of Oregon subcontract	USD\$ 21,540.00
CCSS Personnel EHA match	USD\$ 36,938.00
Legal Aid Services of Oregon match	USD\$ 20,000.00
Fair Housing Council of Oregon match	USD\$ 3,062.00
Total	USD\$ 360,000.00

Documents [top](#)

Documents Requested *

Budget, support letters, approvals, etc.

Certification of Proposal

[download template](#)

Any Pictures of current conditions, Drawings and Maps relevant to the proposed project or service. If you have determined a service area include a map representing the service area.

Project specific business plan and operating proforma (**Required for all Non Infrastructure projects)

Site Control documents if available: earnest money agreements, leases, title, options to purchase, etc.

Required? Attached Documents *



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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

December 19, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Sign Intergovernmental Agreement for
Transportation Growth Management (TGM) Grant Agreement No. 33964 for the
Clackamas County Transit Development Plan

Purpose/ Outcomes	Execute the Intergovernmental Agreement for the Transportation Growth Management (TGM) Grant Agreement No. 33964 to participate in the Clackamas County Transit Development Plan
Dollar Amount and Fiscal Impact	The ODOT TGM program is directly contracting with the consultant for the TGM program award of \$175,200. Staff time to assist in project completion will be in-kind match of \$23,891
Funding Source	No cash match is required. The in-kind staff hours are funded through HB2017 Transit Funds.
Duration	December 2019 through June 18, 2021
Previous Board Action	<ul style="list-style-type: none"> • June 7th, 2018 provided an approval to apply and a Resolution of Support for the Transit Development Plan grant submittal • September 20, 2018: Acceptance of TGM Grant Award for Clackamas County Transit Development Plan.
County Counsel Review	Reviewed and approved by County Counsel on December 10, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure • Grow a vibrant economy
Contact Person	Karen Buehrig, Long Range Planning Manager - 742-4683

The Department of Transportation and Development, Long Range Planning Program was awarded a Transportation and Growth Management (TGM) Grant to develop a Clackamas County Transit Development Plan. With six transit providers in Clackamas County (TriMet, South Metro Area Regional Transit (SMART), Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sandy Area Metro (SAM), and the Mt. Hood Express administered by Clackamas County), a Transit Development Plan (TDP) is needed to provide strategic guidance for service improvements and integration between systems from a County perspective. The TDP will address issues emerging from Metro's 2018 Regional Transit Strategy, issues identified in the 2018 Transit & Housing Workshop hosted by the County, and build off other County documents such as the Transportation System Plan and the Community Health Improvement Plan.

The ODOT TGM program is directly contracting with the consultant for award amount of \$175,200. Staff time to assist in project completion will be in-kind match of \$23,891.

RECOMMENDATION:

Staff respectfully requests the BCC sign the attached Intergovernmental Agreement (IGA) with the Oregon Department of Transportation.

Respectfully submitted,

Karen Buehrig, Long Range Planning Manager

INTERGOVERNMENTAL AGREEMENT
Clackamas County, Transit Development Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and Clackamas County (“County” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Fixing America’s Surface Transportation Act (“FAST Act”) funds. Local funds are used as match for FAST Act funds.

4. By authority granted in Oregon Revised Statutes (“ORS”) 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. ODOT has awarded County an in-kind grant under the TGM Program (the “TGM Grant”) which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “County's Amount” means the portion of the Grant Amount payable by ODOT to County for performing the tasks indicated in Exhibit A as being the responsibility of County.

B. “County's Matching Amount” means the amount of matching funds which County is required to expend to fund the Project.

C. “County's Project Manager” means the individual designated by County as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the County's Amount and the Consultant’s Amount.

H. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

I. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

J. “Project” means the project described in Exhibit A.

K. “Termination Date” has the meaning set forth in Section 2.A below.

L. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

- A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 18, 2021 (“Termination Date”).
- B. Grant Amount. The Grant Amount shall not exceed \$175,200.
- C. County's Amount. The County's Amount shall not exceed \$0.
- D. Consultant's Amount. The Consultant's Amount shall not exceed \$175,200.
- E. County's Matching Amount. The County's Matching Amount is \$23,891 or 12% of the Total Project Costs.

SECTION 3. COUNTY'S MATCHING AMOUNT

- A. Subject to County's submission of such documentation of costs and progress on the Project (including deliverables) as is satisfactory to ODOT, County shall apply County's Matching Amount to Direct Project Costs that County incurs after the execution of this Agreement, up to County's Matching Amount. County shall thereafter be solely responsible for all Direct Project Costs (not otherwise covered by the Grant Amount) that exceed County's Matching Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- B. County shall submit a cost report and a progress report to ODOT's Contract Administrator not less than once every other month. Cost reports shall document progress toward County's Matching Amount and shall include 100% of County's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
- C. Any travel expenses that County designates as Direct Project Costs to which County's Matching Amount will be applied must comply with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. County represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of County.

4. This Agreement has been executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligation of County enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by County, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which County or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of County.

B. County understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF COUNTY

A. County shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. County shall complete the Project; provided, however, that County shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. County shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which County is identified in Exhibit A as being responsible.

C. County shall perform such work identified in Exhibit A as County's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. County shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. County shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, County expressly agrees to comply with:

(1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of County's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and County intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. County forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) County shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon

Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. RESERVED

K. Unless otherwise specified in Exhibit A, County shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, County shall

- (1) pay to ODOT County's Matching Amount less Direct Project Costs previously reported as County's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the County's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by County as County's Matching Amount; and
 - (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than County, is the party to the PSK with the Consultant, ODOT and County agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of County;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from County;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.
- D. County shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. County will appoint a Project Manager to:
 - (1) be County's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work described in Exhibit A and County personnel, as necessary; and
 - (3) review invoices forwarded to County from ODOT's Contract Administrator for concurrence on any deliverables produced by ODOT's Consultant and communicate any concerns County may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. Reserved
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. County fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

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

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements

hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and County are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(J), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of

its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, by and through its elected officials

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

APPROVAL RECOMMENDED (if required in County's process)

By:  _____

Date: 12/10/2019 _____

County Contact
Brett Setterfield
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
Phone: 503-742-4511
E-Mail: bsetterfield@co.clackamas.or.us

ODOT

STATE OF OREGON, by and through its Department of Transportation

By: _____

Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the Attorney General's office.

By: Samuel Zeigler
(Official's Signature)

Date: via e-mail dated December 6, 2019

ODOT Contact
Hector Rodriguez Ruiz, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8435
E-Mail: Hector.Rodriguez-Ruiz@odot.state.or.us

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for
File Code: 1C-18

Project Name: Clackamas County Transit Development Plan

Name: Address: Phone: Fax: Email:	Agency’s Project Manager (“APM”) for the WOC Hector Rodriguez Ruiz ODOT Region 1 123 NW Flanders St. Portland, Oregon 97209 503-731-8435 503-731-3266 hector.rodriguez-ruiz@odot.state.or.us	Name: Address: Phone: Fax: Email:	Consultant’s Project Manager (“PM”) for the WOC Susan Wright Kittelson & Associates, Inc. 851 SW 6 th Ave., Suite #600 Portland, OR 97204 503-228-5230 503-273-8169 swright@kittelson.com
Name: Phone: Email:	Contract Administrator for the WOC Hector Rodriguez Ruiz 503-731-8435 hector.rodriguez-ruiz@odot.state.or.us	Name: Address: Phone: Fax: Email:	Local Project Manager Brett Setterfield, MCRP Clackamas County 150 Beaver Creek Rd. Oregon City, Oregon 97045 503-742-4511 503-742-4349 bsetterfield@co.clackamas.or.us

Acronyms and Definitions

Agency or ODOT	Oregon Department of Transportation
APM	Agency’s Project Manager for WOC
BOC	Breakdown of Costs
C4	Clackamas County Coordinating Committee
CAT	Canby Area Transit
CCTDP	Clackamas County Transit Development Plan
County	Clackamas County
CPFF	Cost Plus Fixed Fee
DBE	Disadvantaged Business Enterprise
FP	Fixed Price
GIS	Geographic Information System
NTE	Not to Exceed
NTP	Notice to Proceed
OPTP	Oregon Public Transportation Plan
ORS	Oregon Revised Statute
PA	Price Agreement
PAC	Project Advisory Committee

PM	Consultant's Project Manager for WOC
PMT	Project Management Team
Project	Clackamas County Transit Development Plan
SAM	Sandy Area Metro
SCTD	South Clackamas Transportation District
SMART	South Metro Area Regional Transit
SOW	Statement of Work
STIF	Statewide Transportation Improvement Fund
T&M	Time and Materials
TAC	Technical Advisory Committee
TGM	Transportation and Growth Management
T-NeXT	Transit Network Analysis Tool
TSP	Transportation System Plan
WOC	Work Order Contract

Project Purpose/Transportation Relationship and Benefits

The purpose of this project ("Project") is to develop a Clackamas County Transit Development Plan ("CCTDP") to guide transit investments within Clackamas County ("County"). The CCTDP will guide future investments under HB2017 – Keep Oregon Moving's Statewide Transportation Improvement Fund ("STIF") by identifying needed and priority connections in areas where there currently is no transit service provider. CCTDP will be a single document that communicates a connected and coordinated vision for transit service and access to transit, and recommendations on actions to improve transit use in the County. In the TriMet service area within the County, the CCTDP will provide detailed analysis and level of service information, informing future STIF plans and TriMet service implementation. In unincorporated areas with no current transit service provider, the CCTDP will make recommendations for how transit service providers can cover these areas in the future.

Study Area

The Study Area consists of two primary areas shown on Figure 1:

1. The area in the County that falls within the TriMet service district, and
2. Unincorporated areas in the County with no current transit service provider.

The Project will primarily focus on the area within the TriMet service area. TriMet's service area includes most County cities in the Metro Urban Growth Boundary and extends to Estacada and a large portion of the rural area along Stafford Road. The TriMet service area does not include significant portions of Happy Valley or the Metro Urban Growth Boundary area east of Happy Valley.

A secondary focus of Project is the connections in unincorporated areas in the County that are outside of the following four rural transit providers in the Study Area:

1. South Clackamas Transportation District ("SCTD"), which serves Molalla.
2. Sandy Area Metro ("SAM"), which serves Sandy.
3. Canby Area Transit ("CAT"), which serves Canby.

4. South Metro Area Regional Transit (“SMART”), which serves Wilsonville.

In addition, the County administers the Mt. Hood Express that offers services along Highway 26 to Government Camp.

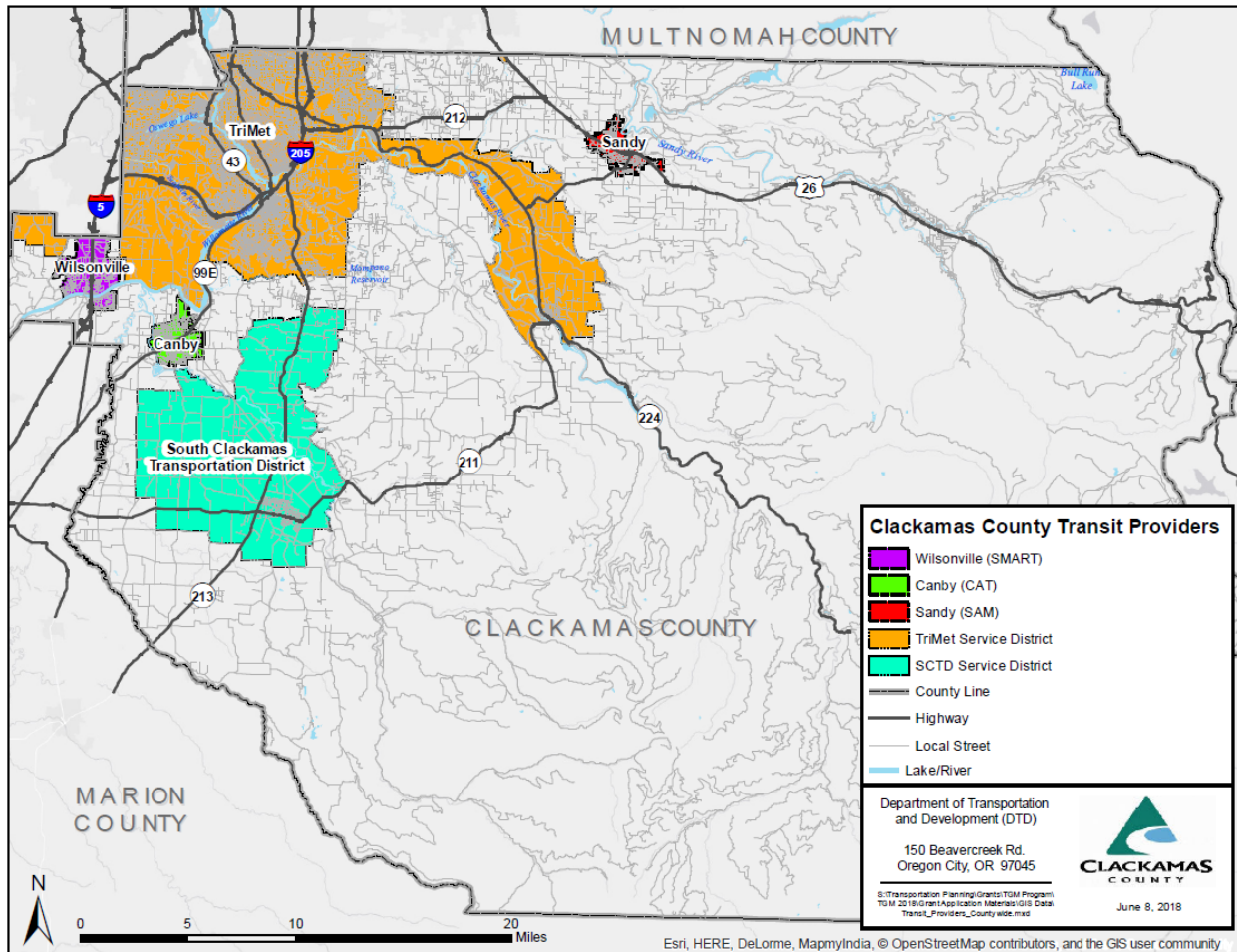


Figure 1: Service Areas within Study Area

Background

HB 2017-Keep Oregon Moving, created a new funding source for transit operations and capital expenditures and, aside from the Mt. Hood Express, County is not a transit provider. However, areas outside of a transit district or service area also have the opportunity to receive funding for transit, contingent upon having a plan that identifies priority transit needs and investments. The small city transit providers have worked closely to coordinate an “out-of-TriMet district” set of investments for the initial TriMet STIF plan. During this planning process, a need was identified to create a single document addressing the connections between service provider areas, and to identify ways in which coordination and cooperation can be improved throughout the Study Area.

In December 2018, Metro approved an updated Regional Transit Strategy with additional guidance on providing better transit service. The Service Enhancement Plans and the Regional Transit Strategy, as well as priority service improvements identified in the TriMet STIF plan, will be the foundation for the work of the CCTDP within the TriMet service area.

In June 2018, the County hosted a Transit and Housing Workshop where professional staff from jurisdictions throughout the Study Area discussed actions needed to increase access to housing and jobs through better transit service. These concepts will be explored further during the Project to provide guidance on ways to make transit service a more viable option to choice riders, identify the types of transit facilities needed to support transit connections, bring forward innovative ways to provide service in rural and suburban locations, and provide input into land use actions that support transit.

Project Objectives

The Project Objectives are to develop a CCTDP that will:

- Assess the transit level-of-service to identify gaps in both transit service and coverage;
- Assess the connections between transit and land use and identify potential actions to improve land use transit-supportiveness;
- Identify opportunities to meet the transportation/transit needs of vulnerable populations and to provide access to destinations that are important to vulnerable populations;
- Identify transit equity issues that exist for low-income households and identify connections to provide better access to employment and housing for transit dependent populations;
- Enhance coordination between transit service providers and provide guidance on seamless access to transit options regionally by evaluating technology integration and fare uniformity;
- Provide strategic guidance for service improvements that will address the findings in the above assessments and improve the integration between systems from a County perspective;
- Address issues emerging from Metro's 2018 Regional Transit Strategy, such as implementation of the enhanced transit concept, transit expansion and first/last mile connections;
- Integrate a range of transit options, such as shuttles, express service, vanpools, micro transit and Transportation Network Companies (i.e., Uber and Lyft);
- Identify priority transit service enhancements that can be integrated into future STIF plans and TriMet planning, and other planning work or funding opportunities; and
- Preserve the function of state highways by expanding regional public transit availability and reducing the number of single-occupancy vehicles on the road.

Public Involvement Approach

Public involvement must allow residents, employers, and employees an opportunity to provide input into the planning process. In the development of the CCTPD, County and Consultant shall consider issues relating to environmental justice, which is defined as the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income.

Fair treatment means that no group of people, including a racial, ethnic or a socio-economic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that:

1. Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health;
2. The public's contribution can influence the regulatory agency's decision;
3. The concerns of all participants involved will be considered in the decision-making process; and
4. The decision-makers will seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. County and Consultant shall use ODOT Title VI guidance to formulate and implement public involvement strategies and report public outreach efforts. Materials must be prepared in Spanish and other languages as appropriate as specified within scope tasks.

The public involvement process is paramount in the Study Area since community, local and county government, and business understanding and support is key to the successful adoption of the CCTDP and its eventual implementation.

Meetings

County shall be responsible for meeting arrangements including providing meeting space, notice (including required legal notice), reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing

County shall prepare all Clackamas County Coordinating Committee ("C4") and County Planning Commission and Board of Commissioners agendas, staff reports, and official minutes.

Consultant shall prepare, with County review, agendas for all meetings and public involvement events other than C4 and County Planning Commission and Board of Commissioners meetings. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees and purpose and appropriate meeting minutes or summaries.

County shall set up a Project Management Team ("PMT"), Project Advisory Committee ("PAC") and Technical Advisory Committee ("TAC") to provide review and feedback on.

- The purpose of the PMT is to coordinate the Project and guide Project management decisions. The PMT includes ODOT’s Agency Project Manager (“APM”), County staff (Transportation Planning, Social Services, and Public & Government Affairs), Consultant, and others as identified by County or APM.
- The TAC will review and comment on deliverables and provide technical and policy advice according to member expertise.
- The PAC will review and comment on deliverables and provide input for specific portions of the population each member represents.

Written and Graphic Deliverables

Text: All written deliverables must be substantially complete in draft version, need minimal editing, and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both pdf and an editable text format acceptable to County and APM.

Project deliverables must be written concisely in a simple and direct style, both to minimize the length of the final documents and to make them understandable to as large an audience as is reasonable. Written deliverables should make limited use of passive voice to increase readability for a wide range of reader abilities. Where possible, information must be presented in tabular or graphic format with a simple and concise accompanying narrative (e.g. system inventories, demographic factors, funding sources).

Consultant shall write materials intended for the public, such as meeting presentations, at no higher than a high school grade level using the Flesch–Kincaid Grade Level Formula.

Maps, Graphics and Photos: Consultant shall develop map, graphic and photo deliverables in electronic format acceptable to County and APM, unless otherwise specified. Final versions of maps and graphics must be provided as jpegs and pdfs; drafts may be provided as pdfs only. Maps must include details necessary to ensure usability, including but not limited to city limits, Urban Growth Boundary, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM.

Geographic Information System (“GIS”) Deliverables: Consultant shall provide GIS deliverables in an ESRI shapefile format to APM.

Adoption-ready: Consultant shall prepare adoption-ready materials, which may include a CCTDP that can be placed as an appendix to the Comprehensive Plan or other format as specified and must not include language such as “it is recommended ...” The final CCTDP must enable full integration with existing County documents.

Consultant shall ensure that any work products produced pursuant to this WOC include the following statement:

This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America’s Surface Transportation Act (FAST Act), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

In the Final CCTDP, headers and footers, graphics, and other components must not include Consultant names and logos, TGM or ODOT logos or project codes, etc. These items must only be on the acknowledgement page.

Distribution of Deliverables: Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to County and APM. Consultant shall allow a minimum of one week for deliverable review.

All draft deliverables include one round of Consultant revisions to respond to County and APM comments prior to wider distribution.

County shall provide consolidated County written review comments to Consultant on all Consultant deliverables.

Consultant shall distribute revised draft deliverables electronically to County one week prior to PAC meetings or other public involvement events.

Following TAC/PAC meetings and public involvement events, Consultant shall prepare final versions of deliverables to respond to comments and distribute them electronically to County and APM. In all cases, Consultant shall either incorporate comments and recommendations or explain why they were not included. All meeting summaries that Consultant is required to prepare under this WOC shall be provided to Agency and County for review and comment within 5 days following the applicable meeting.

Task 1 Project Management and Grant Administration

- 1.1 Refined Project Schedule – Consultant shall prepare a Refined Project Schedule showing the duration of work tasks and subtasks and dependencies between work tasks and including the subtask name, deliverable, start date of the deliverable and end or due date of the deliverable. Consultant shall distribute draft Refined Project Schedule to County and APM for review at PMT Meeting #1 and provide revised version to County and APM after meeting.

- 1.2 PMT Meetings / Conference Calls – Consultant shall schedule and lead the PMT Meetings / Conference Calls. The PMT will meet via conference call on an as-needed basis up to 18 times throughout the Project. Consultant shall schedule PMT Meetings / Conference Calls within 5 business days after APM’s request. PMT Meetings / Conference Calls are anticipated to last an average of one hour. In addition, four in-person PMT meetings are specified within the individual tasks in this Statement of Work and Delivery Schedule (“SOW”).
- 1.3 Monthly Progress Reports – Throughout the duration of the Project, Consultant shall provide Monthly Progress Reports by the end of each calendar month. Monthly Progress Reports must include updates on the status of deliverables, upcoming work and scope, budget or schedule issues. As part of Monthly Progress Reports, Consultant shall update Refined Project Schedule and distribute updated Refined Project Schedule to County and APM, provided that all changes to the Refined Project Schedule shall require the approval of County and the APM.
- 1.4 TAC & PAC Rosters – County shall organize and prepare TAC and PAC Rosters including names and contact information.

TAC - County shall solicit TAC members to include, but not be limited to, representatives from the following:

- a. County staff (Transportation Planning, Social Services, Public Health, Public and Government Affairs)
- b. ODOT Region 1 Regional Transit Coordinator
- c. Transit providers operating in Clackamas County (TriMet, SMART, CAT, SAM, SCTD, Mt. Hood Express)
- d. Staff from cities within Clackamas County
- e. Clackamas Community College
- f. Department of Land Conservation and Development

PAC - County shall solicit PAC members to include, but not be limited to, representatives from the following:

- a. County staff (Transportation Planning, Social Services, Public Health)
- b. One or two transit providers operating within Clackamas County
- c. Business community (Chamber of Commerce/Large employers)
- d. School Districts within Clackamas County
- e. Minority/Underserved Communities
- f. Low-income communities
- g. Seniors
- h. Disabled users or advocates
- i. Clackamas County Housing Authority

- 1.5 Project Meetings - Consultant shall prepare for and attend up to 2 project meetings throughout the Project as needed with the TAC, PAC, Planning Commission, Board of Commissioners or other stakeholder groups within 15 business days after APM’s request.

County shall prepare an agenda for each meeting. County shall facilitate, distribute information, advertise meetings if necessary and perform logistics. County shall prepare a summary of each meeting and send electronically to all attendees.

County Deliverables

- 1.A Project Schedule review and comments (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls, up to 18 (Subtask 1.2)
- 1.C TAC & PAC Rosters (Subtask 1.4)
- 1.D Project Meetings (up to 2) (Subtask 1.5)

Consultant Deliverables

- 1.A Refined Project Schedule (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls (Subtask 1.2)
- 1.C Monthly Progress Reports (Subtask 1.3)
- 1.D Project Meetings (up to 2) (Subtask 1.5).

Task 2 Public Engagement Plan; Background and Existing Conditions

- 2.1 Title VI Assessment Report – Consultant shall prepare draft and final Title VI Assessment Report analyzing census data to report on the numbers of protected populations within the Study Area. Based on this initial analysis, Consultant shall outline demographic data needed for the CCTDP.
- 2.2 Public Engagement Plan – Consultant shall prepare draft and final Public Engagement Plan that outlines efforts and methods to share information and gain input throughout the Project from a wide range of interested County residents and community representatives. Public Engagement Plan must build upon Title VI Assessment Report to identify specific steps needed to engage the federal Title VI populations. Particular attention must be given to limited English proficiency speakers and those without internet access. The Public Engagement Plan must include ways to coordinate with other transit planning projects. County shall review and provide written comments on draft and final Review Public Engagement Plan
- 2.3 PMT Meeting #1 – Consultant shall organize and County shall lead an in-person PMT Meeting #1 to review Project tasks, responsibilities and deliverables. PMT will review the draft Public Engagement Plan, draft Title VI Assessment Report, draft Refined Project Schedule, and discuss issues related to preparing upcoming deliverables including objectives for the Project Web Page. Consultant shall prepare a decision log documenting decisions made during the PMT meeting, notes on the decisions and next steps, and provide the log to APM and County.
- 2.4 Project Web Page – Consultant shall provide a layout of the Project Web Page, as agreed to by the County, within 2 weeks of PMT Meeting #1. County will develop a Project Web Page, for the purpose of posting Project materials and Consultant updates. Consultant shall develop initial materials including a Project overview, Project

Objectives, Refined Project Schedule, a list of Project deliverables and County contact information and provide a pdf Project factsheet for the website and for use at outreach events. Consultant shall also provide a weblink to an on-line commenting map the County may include on the Project Web Page throughout the duration of the Project for the public to make geographically located comments about existing or desired transit service. County shall manage the Project Web Page and add all necessary materials as they are made available, including dates and locations of any public meetings. County shall provide a Spanish-speaking (and other languages, as determined by County) contact to be posted on the Project Web Page for questions or to request translation services at a meeting.

2.5 Background Information and Existing Conditions Memo – County shall provide available Background Information to Consultant, consisting of County, local, regional and state policy and regulatory documents and existing data, including but not limited to the following:

- a. Clackamas County Transportation System Plan (“TSP”) (2013), Clackamas County Housing & Community Development Action Plan (2017), Clackamas County’s Community Health Improvement Plan / Blueprint for a Healthy Clackamas County (2018);
- b. Comprehensive Plans, Bicycle and Pedestrian Plans, Economic Opportunity Analysis, buildable lands inventories and major activity centers (employment, retail, medical, business and residential) and any other key future land use studies and plans;
- c. County budget resources and requirements, including expected STIF resources;
- d. GIS layers of existing transit routes, streets, city boundaries, Metro 2040 regional center and town center boundaries, and boundaries of transit providers in Clackamas County (Layers must also include zoning designations and essential destinations);
- e. OTP;
- f. Metro 2018 Regional Transportation Plan, including transit performance measures and 2018 Regional Transit Strategy;
- g. TriMet Service Enhancement Plan and TriMet investment and service improvement prioritization criteria;
- h. STIF documents;
- i. Tri-County Coordinated Human Services Transportation Plan; and
- j. Other transit service provider plans within Study Area including performance measures and prioritization criteria, and on-board survey summaries.

Consultant shall acquire the following data from transit providers operating in Study Area, including but not limited to the following:

- a. Fixed route data – including number of routes, service hours, number of passengers per service hour/service miles and limitations;
- b. Travel patterns (origin and destination data);
- c. Information about existing, planned and informal park-and-ride facilities;

- d. Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- e. Per-unit costs;
- f. Nature and extent of TriMet, County and other transit services in Study Area and to and from adjacent counties; and
- g. On-board transit survey findings related to transit connections and needs from transit providers (TriMet, SMART, SCTD, SAM, CAT), and Consultant shall determine if additional surveys are needed in Task 7.

Consultant shall coordinate with ODOT to gain any pertinent information from the Transit Network Analysis Tool (“T-NeXT”) project.

Consultant shall review the background data and documents, and make a list of any missing information needed. Consultant shall summarize information, including the list of missing information, and provide Background Information and Existing Conditions Memo to County and APM. Background Information and Existing Conditions Memo must (i) include goals, objectives, policies, and performance measures and standards that are relevant to the provision of transit services and transit-supportive elements, such as Clackamas County’s zoning development ordinance provisions concerning access to transit and parking and (ii) identify significant growth areas in the Study Area.

- 2.6 TAC Meeting #1 – County shall organize and Consultant shall lead TAC Meeting #1 to introduce the Project and discuss Project Objectives, background and existing conditions. Consultant shall interactively work with the TAC to identify committee values and goals. Consultant shall prepare a meeting summary and provide to APM and Consultant.
- 2.7 PAC Meeting #1 – County shall organize and Consultant shall lead PAC Meeting #1 to introduce the Project and discuss Project Objectives, background and existing conditions. Consultant shall work with the PAC to identify committee values and goals. Consultant shall prepare a meeting summary and provide to APM and Consultant.

County Deliverables

- 2.A Review Title VI Assessment Report (Subtask 2.1)
- 2.B Review Public Engagement Plan (Subtask 2.2)
- 2.C PMT Meeting #1 (Subtask 2.3)
- 2.D Project Web Page (Subtask 2.4)
- 2.E Assemble Background Information (Subtask 2.5)
- 2.F TAC Meeting #1 (Subtask 2.6)
- 2.G PAC Meeting #1 (Subtask 2.7)

Consultant Deliverables

- 2.A Title VI Assessment Report (Subtask 2.1)
- 2.B Public Engagement Plan (Subtask 2.2)
- 2.C PMT Meeting #1 (Subtask 2.3)
- 2.D Materials for Project Web Page (Subtask 2.4)

- 2.E Background Information and Existing Conditions Memo (Subtask 2.5)
- 2.F TAC Meeting #1 (Subtask 2.6)
- 2.G PAC Meeting #1 (Subtask 2.7)

Task 3 Needs Analysis

- 3.1 Draft Memo #1: Goals, Objectives and Performance Measures –Consultant shall prepare Draft Memo #1: Goals, Objectives and Performance Measures identifying a unified vision and a set of community goals, objectives, performance measures and benchmarks for the CCTDP. Consultant shall consider input from TAC Meeting #1 and PAC Meeting #1 and the information in the Background Information Memo when preparing Draft Memo #1.

Draft Memo #1 must contain level-of-service performance measures and benchmarks linked to the goals and objectives for use in evaluating existing transit system performance, selecting preferred transit and transit-supportive solutions, and defining on-going performance monitoring policies and practices. The goals, objectives and performance measures must address the connections between transit and land use, as well as transit's relationship to safety, health and equity. In addition, the goals, objectives, and performance measures must reflect HB 2017 direction guiding STIF investments.

County shall and APM will review and provide written comments on Draft Memo #1. Consultant shall respond to comments and prepare revised Draft Memo #1 for use at TAC Meeting #2.

- 3.2 Draft Memo #2: Needs Identification – Consultant shall prepare Draft Memo #2 that documents the following:
 - a. Strengths and limitations of County and non-County-provided transit service relative to the goals, objectives and performance measures in Draft Memo #1;
 - b. Existing and future transit markets (e.g., geographic, demographic, trip type);
 - c. Issues emerging from the Metro Regional Transit Strategy that should be addressed in the CCTDP, such as the identification of Enhanced Transit Corridors;
 - d. Unmet inter-city and intra-city existing transit markets in urban and rural areas for the general population and for special populations such as seniors, disabled, youths, veterans and others who may be transportation disadvantaged; and
 - e. Level-of-Service Analysis in the 2013 Clackamas County TSP Update, including frequency, span, and coverage (identifying existing and future locations of transit supportive densities).

Consultant shall review the transit level-of-service analysis in the 2013 Clackamas County TSP Update, under Section 2: Existing and Future Base Conditions (2010 and 2035). Consultant shall update the level of service analysis that highlights the key gaps in transit service and coverage and relates those gaps to capital and infrastructure needs. The supplemental level of service analysis must:

Within the TriMet service area:

- a. Describe TriMet Service Enhancement Plan proposals, including priority service enhancements included in the 2018 TriMet STIF Plan proposal; and
- b. Describe where and how improvements to transit service will provide better access to employment and housing.

Unincorporated areas without transit service:

- a. Describe priority service enhancements included in the 2018 TriMet STIF Plan for service providers outside of TriMet service area;
- b. Identify gaps in transit service; and
- c. Identify potential additional transit corridors.

Level-of-service update analysis is limited to information that is readily available, including the data provided by T-NeXT reports and County in the Background Information and the following additional information that the Consultant shall gather:

- a. Demographic information identified in Title VI Assessment Report, including information that identifies transportation-disadvantaged populations and their unmet transportation needs. Consultant shall derive quantitative data to the extent available from census and American Household Survey data, the Oregon Household Activity Survey, and the 2010 statewide synthetic population developed by ODOT to identify potential markets by characteristics such as income, auto ownership, age and ethnicity. Qualitative information on Title VI populations will be derived from County's Title VI Plan;
- b. 2040 data related to defined transit market characteristics, including transit trip origin-destination data;
- c. Available supporting data for Performance Measures; and
- d. Information on the current use of transit technology in Study Area.

Consultant shall prepare an outline identifying the structure and content of Draft Memo #2, prior to developing Draft Memo #2. PMT shall review and approve the outline before the Consultant proceeds with Draft Memo #2.

Draft Memo #2 must present information in narrative form with tables, maps, photographs and other graphics necessary to communicate key ideas and findings.

County and APM shall review and provide written comments on Draft Memo #2. Consultant shall respond to comments and prepare revised Draft Memo #2 for use at TAC Meeting #2 and PAC Meeting #2.

- 3.3 Outreach Effort #1 – Consultant and County shall perform Outreach Effort #1 consistent with the Public Engagement Plan. The purpose of Outreach Effort #1 is to obtain input on County goals, existing transit system needs, and potential transit service and facility improvements.

Outreach Effort #1 must include an on-line survey with in-person events, social media, and direct outreach to help promote the on-line survey over a 4-week period. The outreach should include innovative outreach strategies designed to reach a large number of individuals within underserved communities. The in-person events shall include 2 poster boards, comment forms or hard copies of the on-line survey and a project factsheet including the on-line survey weblink and additional meeting locations. Consultant shall provide Project materials (in both English and Spanish). Consultant staff shall attend up to 4 in-person events. Consultant shall have an additional Spanish-speaking staff attend up to 2 of the 4 in-person events. The County may conduct additional in-person events.

Consultant shall provide County social media content (for Facebook, Google, Reddit, etc.), content for paid print and radio advertising, flyers for high traffic locations such as libraries and bus/transit malls, content for e-newsletters for distribution in incorporated cities within the County and through County e-mail lists, and assistance with e-mail outreach to community-based organizations and social services, etc. The County shall post the social media postings, purchase the advertising, distribute the flyers, and distribute the e-mails.

Consultant shall prepare a summary of comments received from Outreach Effort #1 for review and comment by County and APM. Consultant shall provide revised summary of comments as an appendix to Final Memo #1 (see Task 3.7) and Final Memo #2 (see Task 3.8).

3.4 PMT Meeting #2 – Consultant shall organize and County shall lead PMT Meeting #2 to review and discuss Draft Memo #1 and Draft Memo #2 in preparation for TAC Meeting #2 (see Task 3.5) and PAC Meeting #2 (see Task 3.6). Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2.

3.5 TAC Meeting #2 – County shall organize and Consultant shall lead TAC Meeting #2 to solicit comments on Draft Memo #1 and Draft Memo #2.

Consultant shall provide agenda and meeting materials to County 1 week in advance of TAC Meeting #2. County shall prepare a meeting summary within one week after TAC Meeting #2.

3.6 PAC Meeting #2 – County shall organize and Consultant shall lead PAC Meeting #2 to solicit comments on Draft Memo #1 and Draft Memo #2.

Consultant shall provide agenda and meeting materials to County 1 week in advance of PAC Meeting #2. County shall prepare a meeting summary within one week after PAC Meeting #2.

- 3.7 Final Memo #1 – Consultant shall prepare Final Memo #1, updating Draft Memo #1 to incorporate comments from Outreach Effort #1, PMT Meeting #2, TAC Meeting #2, and PAC Meeting #2.
- 3.8 Final Memo #2 – Consultant shall prepare Final Memo #2, updating Draft Memo #2 to incorporate comments from Outreach Effort #1, PMT Meeting #2, TAC Meeting #2, and PAC Meeting #2.

County Deliverables

- 3.A Review Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.1)
- 3.B Review Draft Memo #2: Needs Identification (Subtask 3.2)
- 3.C Outreach Effort #1 (Subtask 3.3)
- 3.D PMT Meeting #2 (Subtask 3.4)
- 3.E TAC Meeting #2 (Subtask 3.5)
- 3.F PAC Meeting #2 (Subtask 3.6)

Consultant Deliverables

- 3.A Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.1)
- 3.B Draft Memo #2: Needs Identification (Subtask 3.2)
- 3.C Outreach Effort #1 Online Survey (Subtask 3.3)
- 3.D Outreach Effort #1 Promotion Support (Subtask 3.4)
- 3.E Outreach Effort #1 In-person Events (4) (Subtask 3.4)
- 3.F Outreach Effort #1 Summary (Subtask 3.4)
- 3.G PMT Meeting #2 (Subtask 3.4)
- 3.H TAC Meeting #2 (Subtask 3.5)
- 3.I PAC Meeting #2 (Subtask 3.6)
- 3.J Final Memo #1: Goals, Objectives and Performance Measures (Subtask 3.7)
- 3.K Final Memo #2: Existing Conditions and Needs Identification (Subtask 3.8)

Task 4 Future Service Opportunities and Evaluation

- 4.1 Memo #3: Assessment of Future Service Opportunities and Costs - Consultant shall prepare Memo #3 identifying future service opportunities for service expansion and additional alternative service types within the Study Area based on future transit needs identified in Memo #2. Consultant shall take the following actions to determine the future service opportunities:
 - 1. Consultant shall identify opportunities to expand existing service or add transit service and describe where and how improvements to transit service will provide better access to employment and housing. Consultant shall use innovative tools such as Remix and T-NeXT to identify opportunities.
 - 2. Consultant shall describe characteristics of transit service types (e.g., markets served, unit operating and capital costs), coordination needs (e.g., schedule, fare, transit center access), and examples of actual applications of alternative service

types that could fill in gaps in the existing and proposed fixed route service, including but not limited to:

- a. Shuttles;
- b. Express service;
- c. Vanpools
- d. Micro transit;
- e. Transportation network companies (Uber, Lyft, etc.);
- f. Park-and-ride, bike-and-ride; and
- g. Rural intercity service.

Memo #3 must present information in narrative form with tables, maps, and other graphics necessary to communicate key ideas and findings.

County and APM will review and provide written comments on Memo #3. Consultant shall respond to comments and prepare Memo #3 for use in Draft Memo #4 (see Task 4.2).

Consultant shall estimate order-of-magnitude unit operating and capital costs (e.g., cost/hour, cost/ride, cost/vehicle) for providing the various service types identified in Memo #3. These costs must be the basis of the work in Task 4.2 to identify and evaluate funding of future service strategies. Consultant shall develop a methodological approach to cost estimates with County, seeking prior County approval before estimating any costs.

- 4.2 Draft Memo #4: Future Solution Strategies – Consultant shall prepare Draft Memo #4 that identifies strategies for the County to provide efficient, effective, safe and accessible transit to communities within the Study Area as conditions change. Draft Memo #4 must identify areas where density above projections in the regional travel demand model transportation analysis zone data is needed within the existing or future TriMet boundary to support transit service. Draft Memo #4 must also identify opportunities for improved bicycle and pedestrian access to transit.

Draft Memo #4 must identify potential solution strategies, both urban and rural, at a strategic or corridor level rather than the level of detailed route and stop information, as well as supporting Transportation Demand Management, land use, and bicycle and pedestrian programs and investments.

Consultant shall take the following actions in preparing Draft Memo #4:

1. Analyze each strategy's ability to meet the CCTDP Goals and Objectives in Memo #1 by applying the level of service and other performance measures and benchmarks contained in Memo #1;
2. Through discussions with transit providers both in and adjacent to the Study Area, identify ways to provide service where gaps occur, eliminate service duplication, increase linkages between systems, coordinate schedules between systems and plan joint marketing of transit within the region. Consultant shall determine

schedule coordination potential at a strategic level and not at the precise level of timing at stops;

3. Evaluate costs and impacts to transit access of potential service changes and provide analysis that can be utilized to help justify funding requests;
4. Evaluate future service opportunities and provide a draft prioritization list using performance measures in Memo #1.

Consultant shall prepare more detailed information on recommended short-term operations and more conceptual information on long-term suggested strategies. Specifically, Memo #4 must include the following:

- a. Short-term (one-to-three years) system maps and conceptual operating plans;
- b. Long-term strategies describing service types, coverages and levels-of-service;
- c. Order-of-magnitude operating and capital costs (rolling stock and transit facilities); and
- d. Itemization of supporting Transportation Demand Management, land use, and bicycle and pedestrian transportation programs and investments.

Draft Memo #4 must present information in narrative form with tables, maps, photographs and other graphics necessary to communicate key ideas and findings.

County and APM will review and provide written comments on Draft Memo #4. Consultant shall respond to comments and prepare revised Memo #4 for use at PMT Meeting #3, TAC Meeting #3 and PAC Meeting #3.

- 4.3 Outreach Effort #2 – Consultant and County shall perform Outreach Effort #2 consistent with the Public Engagement Plan and whose purpose is to obtain feedback on Future Solution Strategies in Draft Memo #4.

The outreach must include an on-line survey with in-person events, social media, and direct outreach to help promote the on-line survey over a four-week period. The outreach should include innovative outreach strategies designed to reach a large number of individuals within underserved communities. The in-person events shall include two poster boards, comment forms or hard copies of the on-line survey and a project factsheet including the on-line survey weblink and additional meeting locations. Consultant shall provide Project materials (in both English and Spanish). Consultant staff shall attend up to four in-person events. Consultant shall have an additional Spanish-speaking staff attend up to two of the four in-person events. The County may conduct additional in-person events.

Consultant shall provide County social media content (for Facebook, Google, Reddit, etc.), content for paid print and radio advertising, flyers for high traffic locations like libraries and bus/transit malls, content for e-newsletters for distribution in incorporated cities within the County and through County e-mail lists, and assistance with e-mail outreach to community-based organizations and social services, etc. County shall post

the social media postings, purchase the advertising, distribute the flyers, and distribute the e-mails.

Consultant shall prepare a summary of comments received from Outreach Effort #2 for review and comment by County and APM. Consultant shall provide a revised summary of comments as an appendix to Final Memo #4.

- 4.4 PMT Meeting #3 – Consultant shall organize and County shall lead PMT Meeting #3 to review and discuss Draft Memo #4. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions and next steps defined during PMT Meeting #3. PMT Meeting #3 must be conducted as an in-person meeting.
- 4.5 TAC Meeting #3 – County shall organize and Consultant shall lead TAC Meeting #3 to solicit TAC comments on Draft Memo #4.

Consultant shall provide agenda and meeting materials to County one week in advance of TAC Meeting #3. County shall prepare a meeting summary within one week after TAC Meeting #3.

- 4.6 PAC Meeting #3 – County shall organize and Consultant shall lead PAC Meeting #3 to solicit PAC comments on Draft Memo #4.

Consultant shall provide agenda and meeting materials to County one week in advance of PAC Meeting #3. County shall prepare a meeting summary within one week after PAC Meeting #3.

- 4.7 Final Memo #4 – Consultant shall provide Final Memo #4, updating Draft Memo #4 to incorporate the comments from TAC Meeting #3 and PAC Meeting #3 (as consolidated by County) and comments from Outreach Effort #2.

County Deliverables

- 4.A Review Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)
- 4.B Review Draft Memo #4: Future Solution Strategies (Subtask 4.2)
- 4.C Outreach Effort #2 (Subtask 4.3)
- 4.D PMT Meeting #3 (Subtask 4.4)
- 4.E TAC Meeting #3 (Subtask 4.5)
- 4.F PAC Meeting #3 (Subtask 4.6)

Consultant Deliverables

- 4.A Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)
- 4.B Draft Memo #4: Future Solution Strategies (Subtask 4.2)
- 4.C Outreach Effort #2 Online Survey (Subtask 4.3)
- 4.D Outreach Effort #2 Promotion Support (Subtask 4.3)
- 4.E Outreach Effort #2 In-person Events (3) (Subtask 4.3)
- 4.F Outreach Effort #2 Summary (Subtask 4.3)

- 4.G PMT Meeting #3 (Subtask 4.4)
- 4.H TAC Meeting #3 (Subtask 4.5)
- 4.I PAC Meeting #3 (Subtask 4.6)
- 4.J Final Memo #4: Future Solution Strategies (Subtask 4.7)

Task 5 Draft CCTDP

- 5.1 CCTDP Outline and Draft CCTDP – Consultant shall prepare a CCTDP Outline, using the guidance from ODOT’s Transit Development Plan Guidebook. County and APM will review and comment on the CCTDP Outline provided by the Consultant.

Consultant shall prepare Draft CCTDP based on County and APM review of CCTDP Outline. At a minimum Draft CCTDP must include:

- a. The vision of what transit service can become and an implementation plan and strategies to achieve the vision;
- b. Transit goals, policies, and practices;
- c. Level of service analysis and travel patterns;
- d. Discussion of future service opportunities;
- e. Prioritized transit service needs, with the most urgent needs receiving the highest ranking;
- f. Measures to ensure access to transit is incorporated in future developments within close proximity to transit routes and stops, including identification of potential related amendments to Clackamas County Comprehensive Plan and Zoning Development Ordinance;
- g. Monitoring program to track performance of the implemented alternatives; and
- h. Land use strategies.

Based on cost estimates developed in Memo #3, Draft CCTDP must identify funding scenarios, including a funding reduction scenario, if appropriate, that will be used to develop financially constrained solutions and strategies.

County and APM will review the Draft CCTDP and provide suggested revisions to the draft. These revisions will be discussed in PMT Meeting #4 (see Task 5.2).

- 5.2 PMT Meeting #4 – Consultant shall organize and County shall lead PMT Meeting #4 to discuss the Draft CCTDP. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions and next steps defined during the PMT meeting.
- 5.3 TAC Meeting #4 – County shall organize and Consultant shall lead TAC Meeting #4 to solicit TAC comments on Draft CCTDP.

Consultant shall provide agenda and meeting materials to County one week in advance of TAC Meeting #4. County shall prepare a meeting summary within one week after TAC Meeting #4.

- 5.4 PAC Meeting #4 – County shall organize and Consultant shall lead PAC Meeting #4 to solicit PAC comments on Draft CCTDP.

Consultant shall provide agenda and meeting materials to County one week in advance of PAC Meeting #4. County shall prepare a meeting summary within one week after PAC Meeting #4.

- 5.5 Revised Draft CCTDP – Consultant shall update the Draft CCTDP to respond to comments received at PMT Meeting #4, TAC Meeting #4, and PAC Meeting #4. Consultant shall provide Revised Draft CCTDP to County and APM.

- 5.6 Executive Summary – Consultant shall develop an Executive Summary of the TDP of up to 10 pages that incorporates graphics and high-quality layout utilizing InDesign.

County Deliverables

- 5.A CCTDP Outline and Draft CCTDP Review (Subtask 5.1)
- 5.B PMT Meeting #4 (Subtask 5.2)
- 5.C TAC Meeting #4 (Subtask 5.3)
- 5.D PAC Meeting #4 (Subtask 5.4)

Consultant Deliverables

- 5.A CCTDP Outline and Draft CCTDP (Subtask 5.1)
- 5.B PMT Meeting #4 (Subtask 5.2)
- 5.C TAC Meeting #4 (Subtask 5.3)
- 5.D PAC Meeting #4 (Subtask 5.4)
- 5.E Revised Draft CCTDP (Subtask 5.5)
- 5.F Executive Summary (Subtask 5.6)

Task 6 Final CCTDP & Approval Process

- 6.1 Clackamas County Planning Commission Hearing – County shall schedule, notice and prepare agenda for a Planning Commission Hearing. Consultant shall attend Planning Commission Hearing to present the Revised Draft CCTDP and respond to comments and questions. Consultant shall prepare a complete and accurate meeting summary and provide to County and Agency for review and comment within 5 days following the Planning Commission Hearing.
- 6.2 C4 Meeting – County shall schedule, notice and prepare agenda for a C4 Meeting. Consultant shall attend C4 Meeting to present the Revised Draft CCTDP and respond to comments and questions. Consultant shall prepare a complete and accurate meeting summary and provide to County and Agency for review and comment within 5 days following the C4 Meeting.

- 6.3 Board of County Commissioners Adoption Hearing/Policy Sessions – County shall schedule, notice and conduct a public hearing to take testimony and consider adoption of the Revised Draft CCTDP. County shall arrange for public comment period, prepare and present staff report, and take meeting minutes.
- 6.4 Final CCTDP – Consultant shall prepare Final CCTDP, making revisions as needed based on input received during the adoption process described above in this Task 6. Consultant shall provide two hard copies and two electronic copies (native format and pdf) to each of County and APM.
- 6.5 Final Title VI Report – County shall prepare and submit to APM a Final Title VI Report that documents process and outreach for all income, race, gender and age groups for the entire Project.

County Deliverables

- 6.A Clackamas County Planning Commission Hearing (Subtask 6.1)
- 6.B C4 Meeting (Subtask 6.2)
- 6.C Board of County Commissioners Adoption Hearing/Policy Sessions (Subtask 6.3)
- 6.D Final Title VI Report (Subtask 6.5)

Consultant Deliverables

- 6.A Clackamas County Planning Commission Hearing (Subtask 6.1)
- 6.B C4 Meeting (Subtask 6.2)
- 6.C Final CCTDP (Subtask 6.4)

Task 7C Transit Survey (Contingency Task)

Consultant shall develop 1 survey in order to establish a baseline of rider survey data, needs, or priorities across the transit providers within Clackamas County. Consultant shall provide a draft survey to County and Agency for review and comment. County and Agency will provide comments on the draft survey within 10 days of receipt. Consultant shall revise the survey to reflect those comments. Consultant shall administer the survey at transit centers or other locations with high foot traffic of transit riders or potential riders and at other locations as directed by County or Agency. Consultant shall be responsible for processing the data and shall summarize the data collected in a memorandum. Consultant shall provide such memorandum to County and Agency within 10 days of completion of Consultant’s administration of the survey.

Deliverables

- 7C.A Transit Survey Review (Task 7)

SCHEDULE

Task # & Description	Project Schedule
Task 1: Project Management and Grant Administration	Throughout Project Timeline
Task 2: Public Engagement Plan & Project Schedule	January 2020 – February 2020

Task # & Description	Project Schedule
Refinement	
Task 3: Existing Conditions and Needs Analysis	February 2020 – April 2020
Task 4: Scenario Development to increase accessibility	June 2020 – September 2020
Task 5: Project Prioritization & Cost Estimates	September 2020 – November 2020
Task 6: Final Report & Approval Process	November 2020 – January 2021

County Match Plan (Estimated)

Task		Staff Hours	Task Costs
1	Project Management	20	\$ 2,200
2	Public Engagement Plan	40	\$ 4,400
3	Needs Analysis	54	\$ 5,940
4	Future Service Opportunities & Evaluation	55	\$ 6,050
5	Draft Clackamas Co. TDP	32	\$ 3,520
6	Final Clackamas Co. TDP & Approval	7	\$ 1,120
7	Contingency Tasks	7	\$ 770
	Match Total	215	\$ 24,000

Consultant Deliverable Table

Task	Deliverable	Fixed unit price	Max Quantity	Total
Task 1 Project Management and Grant Administration				
1.A	Refined Project Schedule (Subtask 1.1)	\$900	1	\$900
1.B	PMT Meetings / Conference Calls (Subtask 1.2)	\$430	18	\$7,740
1.C	Monthly Progress Reports (Subtask 1.3)	\$170	18	\$3,060
1.D	Project Meetings (2) (Subtask 1.5)	\$2,250	2	\$4,500
Task 2 Public Engagement Plan , Background and Existing Conditions				
2.A	Title VI Assessment Report (Subtask 2.1)	\$2,900	1	\$2,900
2.B	Public Engagement Plan (Subtask 2.2)	\$3,100	1	\$3,100
2.C	PMT Meeting #1 (Subtask 2.3)	\$2,800	1	\$2,800
2.D	Materials for Project Web Page, Project Factsheet, and Online Commenting Map (Subtask 2.4)	\$4,550	1	\$4,550
2.E	Background Information and Existing Conditions Memo (Subtask 2.5)	\$13,400	1	\$13,400

Task	Deliverable	Fixed unit price	Max Quantity	Total
2.F	TAC Meeting #1 (Subtask 2.6)	\$3,200	1	\$3,200
2.G	PAC Meeting #1 (Subtask 2.7)	\$3,000	1	\$3,000
Task 3 Needs Analysis				
3.A	Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.2)	\$5,300	1	\$5,300
3.B	Draft Memo #2: Existing Conditions and Needs Identification (Subtask 3.3)	\$10,600	1	\$10,600
3.C	Outreach Effort #1 Online Survey (Subtask 3.4)	\$4,500	1	\$4,500
3.D	Outreach Effort #1 Promotion Support (Subtask 3.4)	\$2,500	1	\$2,500
3.E	Outreach Effort #1 In-person Events (4) (Subtask 3.4)	\$8,100	1	\$8,100
3.F	Outreach Effort #1 Summary (Subtask 3.4)	\$2,200	1	\$2,200
3.G	PMT Meeting #2 (Subtask 3.5)	\$2,300	1	\$2,300
3.H	TAC Meeting #2 (Subtask 3.6)	\$3,200	1	\$3,200
3.I	PAC Meeting #2 (Subtask 3.7)	\$3,000	1	\$3,000
3.J	Final Memo #1: Goals, Objectives and Performance Measures (Subtask 3.8)	\$1,000	1	\$1,000
3.K	Final Memo #2: Existing Conditions and Needs Identification (Subtask 3.9)	\$1,750	1	\$1,750
Task 4 Future Service Opportunities and Evaluation				
4.A	Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)	\$7,250	1	\$7,250
4.B	Draft Memo #4: Future Solution Strategies (Subtask 4.2)	\$10,550	1	\$10,550
4.C	Outreach Effort #2 Online Survey (Subtask 4.3)	\$4,500	1	\$4,500
4.D	Outreach Effort #2 Promotion Support (Subtask 4.3)	\$1,900	1	\$1,900
4.E	Outreach Effort #2 In-person Events (4) (Subtask 4.3)	\$8,100	1	\$8,100
4.F	Outreach Effort #2 Summary (Subtask 4.3)	\$2,200	1	\$2,200
4.G	PMT Meeting #3 (Subtask 4.4)	\$2,300	1	\$2,300
4.H	TAC Meeting #3 (Subtask 4.5)	\$3,200	1	\$3,200
4.I	PAC Meeting #3 (Subtask 4.6)	\$3,000	1	\$3,000
4.J	Final Memo #4: Future Solution Strategies (Subtask 4.7)	\$2,400	1	\$2,400
Task 5 Draft CCTDP				
5.A	CCTDP Outline and Draft CCTDP (Subtask 5.1)	\$9,700	1	\$9,700
5.B	PMT Meeting #4 (Subtask 5.2)	\$2,300	1	\$2,300

Task	Deliverable	Fixed unit price	Max Quantity	Total
5.C	TAC Meeting #4 (Subtask 5.3)	\$3,200	1	\$3,200
5.D	PAC Meeting #4 (Subtask 5.4)	\$3,000	1	\$3,000
5.E	Revised Draft CCTDP (Subtask 5.5)	\$2,200	1	\$2,200
5.F	Executive Summary (Subtask 5.6)	\$5,600	1	\$5,600
Task 6 Final CCTDP & Approval Process				
6.A	Clackamas County Planning Commission Hearing (Subtask 6.1)	\$2,250	1	\$2,250
6.B	C4 Meeting (Subtask 6.2)	\$1,800	1	\$1,800
6.C	Final CCTDP (Subtask 6.3)	\$1,200	1	\$1,200
Contingent Task				
7.C	Contingent Transit Survey	\$4,950	1	\$4,950
Project Total				\$175,200

EXHIBIT B

ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE

DRAFT

Approval of Previous Business Meeting Minutes:
November 27, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, November 27, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Proclaiming Giving Tuesday in Clackamas County
Caroline Hill, County Administration presented and read the proclamation and invited Darlene Fritsche to speak about the proclamation.

MOTION:

Commissioner Humberston: I move to approve the Proclamation declaring Tuesday December 3rd as Giving Tuesday in Clackamas County.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

II. CITIZEN COMMUNICATION

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

1. Christine Lewis, Metro Councilor District 2 gave a presentation about Metro 2020 transportation funding bond measure.

~Board Discussion~

2. Ellen Burns, Gladstone – She spoke on the Kings of Kings Church application and the Hearings Officers Decision on that application.
3. Reverend Sara Gross Sameulson, Milwaukie – Spoke on Equitable Housing Solutions, King of Kings Church application and requested the BCC work to remove barriers put in place by the Hearings Officer.
4. Tom Riggs, Clackamas – Spoke on the King of Kings Church application and his concerns about the requirements imposed by the Hearings Officer. He urged the Commissioners to help eliminate some of those requirements.

~Board Discussion~

III. PUBLIC HEARING

1. First Reading of **Ordinance No. 07-2019** County Code Amendment Chapter 9.02, Application and Enforcement of the Clackamas County Building Code, and Chapter 9.03, Excavation and Grading to Maintain Current Business Practices, Services and Consistency

Cheryl Bell, Transportation & Development presented the staff report.

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

MOTION:

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

The Clerk assigned **Ordinance No. 07-2019** and read the ordinance by title only.

Chair Bernard announced the second reading will be on Thursday, December 12, 2019 at our regular scheduled Business meeting at 10 AM.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Oregon City School District to Provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*
2. Approval of Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for HB2017 State Transportation Improvement Fund Discretionary Program Funds for the Regional Integrated Fare Collection System Analysis Project – *Social Services*
3. Approval of an Intergovernmental Agreement with the Clackamas County Development Agency for the NCRA Housing Rehabilitation and Home Buyer Assistance Programs – *Community Development*

B. Department of Transportation & Development

1. Approval of **Resolution No. 2019-95** Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the SE 90th Avenue Reconstruction Project and Authorizing Good Faith Negotiations and Condemnation Actions

C. Elected Officials

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

2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College for the 2019.2020 GED Classes at the County Jail – *CCSO*
3. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College Teaching Assistant Services for Jail GED Classes – *CCSO*
4. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College for the 2019.2020 Parenting Classes for Inmates at the County Jail – *CCSO*
5. Approval of Contract Amendment with NaphCare Inc. for MAT Coordinator at the Clackamas County Jail – *CCSO via Procurement*

D. Juvenile Department

1. Approval of an Intergovernmental Agreement with Water Environmental Services for Youth Work Crews for the Project Payback Program
2. Approval of an Intergovernmental Agreement with the City of Happy Valley for the Community Diversion Program Services

E. Technology Services

1. Approval of a Service Level Agreement with Hoodland Fire District No. 74 for the Lease of Dark Fiber

V. WATER ENVIRONMENT SERVICES

1. Approval of the Project Funding Agreement Between Water Environment Services and Energy Trust of Oregon, Inc. Related to WES Tri-Cities Resources Recovery Facility Funding Agreement
2. Approval of Renewal 2 to an Intergovernmental Agreement between the Clackamas County Juvenile Department and Water Environment Services.
3. Approval of Amendment #2 to the IGA between Portland State University and Water Environment Services
4. Approval of a Contract with Cascade Environmental Group, LLC for the Carli Creek Site Maintenance and Mitigation Monitoring - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED - 11:35AM



December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Intergovernmental Agreement
between Clackamas County and the C800 Radio Group Regarding
Clackamas County Public Safety Radio System Replacement Project Bond Funding

Purpose/Outcomes	This Intergovernmental Agreement governs the roles, responsibilities, and requirements for C800 and County compliance with the financial and procurement activities associated with the bond funding noted above. This Amendment clarifies some language in the IGA for cost recovery and management of the contract.
Dollar Amount and Fiscal Impact	The projected cost of the bond project is up to \$59 million. County decisions regarding premiums of over \$7 million issued under County credit will be forthcoming at a future time. Until then, the total premium amounts will be held as contingency by the County.
Funding Source	General Obligation bond funding.
Duration	The term of the bonds is 15 years.
Previous Board Action	<ul style="list-style-type: none"> 12-15-16 County Commissioners approved the IGA with the C800 Radio Group
Counsel Review	County Counsel drafted the amendment in concurrence with Finance, Treasurer and County Administration
Strategic Plan Alignment	<p>This action aligns with the following Board strategic priorities:</p> <ul style="list-style-type: none"> Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide more resilient and effective public safety radio system infrastructure Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County
Contact Person	Kevin Moss, County Administration, 503-742-5923 Christa Bosserman Wolfe, Finance Director, 503-742-5407

Background:

The Clackamas County Board of Commissioners approved the Intergovernmental Agreement with the C800 Radio Group on December 15, 2016. We are coming before the board to clarify some terms of the agreement relating to costs and management for the contract. The main change to the agreement is that C800 agrees to pay County the total of \$1.00 for each \$1,000.00 of bonded indebtedness for all costs incurred by County through the date bonds are issued. After the date bonds are issued C800 agrees to pay County for all costs incurred by County for oversight and

fiscal administration of the issued bonds including but not limited to: professional fees incurred to analyze any bond arbitrage rebate;, bond counsel's fees; attorney's fees; County employee time; and any other costs reasonably incurred as a result of County's responsibilities under the 2016 IGA and this Agreement.

Recommendation:

Staff respectfully recommends that the Board adopt the attached Amendment No. 1 to the Intergovernmental Agreement with the C800 Radio Group.

Respectfully submitted,

Gary Schmidt
County Administrator



Chirsta Bosserman Wolfe
Finance Director



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2019 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #19-503 will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$179,504. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries of six employees.
Funding Source	FY 2019 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	The Board approved the application for this grant on May 16, 2019, agenda item F.1.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	December 9, 2019
Contact Person	Nancy Bush, Director – Disaster Management Department, 503-655-8665
Contract No.	Grant number 19-503

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG grant agreement #19-503.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLACKAMAS COUNTY
\$179,504
Grant No: 19-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Clackamas County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2019** and ending, unless otherwise terminated or extended, on **June 30, 2020** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$179,504** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

5. Reports. Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2019 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. NIMS Compliance. By accepting FY 2019 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. 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, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.

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

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

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be

deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By  _____
Subrecipient's Legal Counsel

Date 12/09/2019 _____

Subrecipient Program Contact:

Sarah Eckman
Administrative Services Manager
Clackamas County Disaster Management
2200 Kaen Rd
Oregon City, OR 97045
503-650-3381
sarahste@clackamas.us

Subrecipient Fiscal Contact:

Michael Morasko
Senior Accountant
Clackamas County
2051 Kaen Rd
Oregon City, OR 97045
503-742-5435
mmorasko@clackamas.us

STATE OF OREGON, acting by through its Oregon
Military Department, Office of Emergency Management

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Janet C. Borth via email
Senior Assistant Attorney General

Date October 8, 2019

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

Nicki Powers
Grants Accountant, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2019 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2019 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$179,504
Match Funds:	\$179,504
Total Budget:	\$359,004

Personnel Services – Nancy Busch	\$ 59,834
Personnel Services – Sarah Eckman	\$59,834
Personnel Services – TBD	\$59,834
Personnel Services – Jay Wilson	\$59,834
Personnel Services – Jamie Poole	\$59,834
Personnel Services – Jackie Nerski	\$59,834
General Office Supplies	\$
Other Supplies	\$
Rent	\$
Phone	\$
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
Total (Grant plus Match)	\$359,008

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

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

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

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

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
 - (ii) Sub-recipient's DUNS number: 096992656
 - (iii) Federal Award Identification Number (FAIN): EMS-2019-EP-00004-S01
 - (iv) Federal Award Date: October 1, 2018
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2019 to June 30, 2020
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$179,504
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$179,504
 - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$179,504
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,285,849
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 12%
2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY20 State Homeland Security Grant Program
Application to the State of Oregon for Six Projects

Purpose/Outcomes	Disaster Management requests approval to apply to the State of Oregon for the FY20 State Homeland Security Grant Program (SHSP). The State requires one collaborative application from each county. The Clackamas County application includes three Clackamas County projects as well as three projects for other stakeholder agencies.
Dollar Amount and Fiscal Impact	The total amount of the application is \$707,980. \$136,300 is requested by Disaster Management for a portable emergency operations center and three shelter trailers. \$320,000 is requested by the Clackamas County Sheriff's Office for an armored tactical vehicle. The grant is a 100% federal share grant that will reimburse Clackamas County for all project costs. The remaining \$251,680 is for three projects that if awarded, will result in direct awards between the State and stakeholder agencies. These projects are: 1) \$9,980 – Two rail car hazmat release training aids for Clackamas Fire District #1 2) \$100,000 – Emergency Management Specialist for the City of Oregon City 3) \$141,700 – Simulation and Tactical Firearms Training Advancements for the City of Oregon City Police Department
Funding Source	FY 2020 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Duration	Estimated: October 1, 2020 through September 30, 2022.
Counsel Approval	Not applicable
Previous Board Action	None
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	Not applicable

BACKGROUND:

Each year, Clackamas County Disaster Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Disaster Management Department to maintain and enhance important emergency operations capabilities.

RECOMMENDATION:

Staff respectfully recommends Board approval of the FY20 SHSP grant application.

Respectfully submitted,

Nancy Bush, Director

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: Disaster Management Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: FY20 State Homeland Security Grant Program
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Nancy Bush
Requestor Contact Information: 503-655-8665; nbush@clackamas.us
Department Fiscal Representative: Michael Morasko, Clackamas County Finance
Program Name or Number (please specify): _____
Brief Description of Project:

The total amount of the application is \$707,980. \$136,300 is requested by Disaster Management for a portable emergency operations center and three shelter trailers. \$320,000 is requested by the Clackamas County Sheriff's Office for an armored tactical vehicle. The grant is a 100% federal share grant that will reimburse Clackamas County for all project costs. The remaining \$251,680 is for three projects that if awarded, will result in direct awards between the State and stakeholder agencies. These projects are:
1) \$9,980 – Two rail car hazmat release training aids for Clackamas Fire District #1
2) \$100,000 – Emergency Management Specialist for the City of Oregon City
3) \$141,700 – Simulation and Tactical Firearms Training Advancements for the City of Oregon City Police Department

Name of Funding (Granting) Agency: Oregon Emergency Management

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

<https://www.oregon.gov/OEM/emresources/Grants/Pages/HSGP.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 11/01/2019 Announcement/Opportunity ID: 105
Grant Category/Title: Homeland Security Max Award Value: None
Allows Indirect/Rate: N/A Match Requirement: 0
Application Deadline: 01/17/2020 Other Deadlines: _____
Grant Start Date: 10/01/2020 Other Deadline Description: _____
Grant End Date: 09/30/2022
Completed By: Sarah Eckman
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

Provides a mechanism to request funds for disaster related planning, training, equipment and exercise projects

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

N/A

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

None

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

Provide funding to units of government desiring to complete projects under the investment justifications of planning, communications, CBRNE Detection and Response, Law Enforcement Terrorism Prevention, Community Preparedness, Emergency Operation Centers and Mass Care and Mass Casualty.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

No.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes, Disaster Management staff are required. They will coordinate projects with public safety stakeholders as needed.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes, Disaster Management will partners with members of the Homeland Security Task Force to accomplish work completed under grant projects. The Task Force is the group that vets the projects for this grant and the members are committed to seeing them through.

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

It is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

Funding does not create a new program.

Collaboration

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

Disaster Management

Reporting Requirements

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

Quarterly performance reports.

2. What is the plan to evaluate grant performance? 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?

Grant performance is evaluated by the project manager overseeing each project. They are required to submit the quarterly reports, amend the project timeline as needed. Etc.

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

Quarterly requests for reimbursement to the State of Oregon.

Fiscal

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

Yes

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

None

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

No match, this is a 100% grant.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

One time funding. Ongoing program funding will not be needed.

5. 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?

Indirect costs are allowable; however, none will be used on this grant.

Program Approval:

Nancy Bush

12/08/2019

Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

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

DEPARTMENT DIRECTOR		
Nancy Bush	12/09/2019	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. 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.



December 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Facility and Property License Agreement between River City Boat Sales, LLC and Clackamas County

Purpose/Outcomes	Approval of the Facility and Property License Agreement will allow River City Boat Sales, LLC to continue occupying and using certain property at the Boone's Ferry Marina while the County develops and finalizes a longer-term lease for Marina operations.
Dollar Amount and Fiscal Impact	The agreement will provide \$10,394.16 per month in revenue.
Funding Source	N/A
Duration	January 1, 2020 through December 31, 2020
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government
Previous Board Action	N/A
Counsel Review	This agreement was reviewed and approved by County Counsel on December XX, 2019.
Contact Person	Laura Zentner, <i>BCS Director</i> , 503-742-4351 Greg Williams, <i>BCS Deputy Director</i> , 503-742-4399 Rick Gruen, <i>County Parks and Forest Manager</i> , 503-742-4345

BACKGROUND:

The County Parks division of Business and Community Services (BCS) maintains and oversees the Boone's Ferry Marina facility which covers approximately 3.5 acres of waterfront and upland property along the Willamette River. The marina currently supports a commercial business, a public boat ramp, fee-based public parking, as well as seasonal moorage for approximately 100 day-use type water craft in support of the summer recreation boating season.

The Boones Ferry Marina facility has been leased out by the County for the past twenty (20) years under a Master Lease Agreement which terminates in full on December 31, 2019. The current Lessee has seasonally operated the marina with a separate sub-lease agreement covering the upland commercial buildings. The current sub-lessee (River City Boat Sales, LLC, "River City") operates a year-round boat sales and service business utilizing these commercial buildings.

BCS County Parks is currently working to negotiate a new agreement with River City for comprehensive on-site management, operations, and maintenance of Boone's Ferry Marina. These negotiations will not be completed by December 31, 2019 when River City's existing sub-lease agreement terminates. This Facility and Property License Agreement will prevent River City from being in trespass and will allow River City to continue using and occupying the commercial buildings while a longer-term lease agreement is negotiated and finalized.

RECOMMENDATION:

Staff respectfully recommends approval of the Facility and Property License Agreement between River City Boat Sales, LLC and Clackamas County.

ATTACHMENTS:

- Facility and Property License Agreement between River City Boat Sales, LLC and Clackamas County

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Laura Zentner".

Laura Zentner
Director, Business & Community Services

Clackamas County Facility and Property License Agreement

This Facility and Property License Agreement (“Agreement”) is made between River City Boat Sales, LLC, an Oregon limited liability company (“User”) and **Clackamas County** (“County”) as of January 1, 2020. For good and valuable consideration, the receipt of which is acknowledged, County hereby issues to User a non-exclusive, revocable-at-will license to enter upon, occupy, and use the real property described below (“Property”) for the limited purposes described in this Agreement. This Agreement is subject to the following terms and conditions:

1. Property: The Property is generally described as a portion of the following real properties:

Parcel 1 – Tax Lot 31W23DC02000

Parcel 2 - Tax Lots 31W23DC00900 and 31W23DC00800

The Property only includes the boat sales and service buildings and their surrounding footprint depicted on Exhibit A. The Property does not include other County-owned real property including, but not limited to, the adjacent marina, public parking lot and related structures.

2. Scope of Use: User shall have the right to use the Property solely for the purpose described in Exhibit B attached hereto and incorporated by this reference herein. User is further authorized to bring all personnel, equipment, and other personal property onto the Property as may be reasonably necessary for the purposes described in Exhibit B. User shall operate and maintain the Property and store materials thereon in a neat, orderly way in compliance with all applicable federal, state, and local laws. Any other use of the Property is unauthorized and shall constitute a trespass of County property.
3. Compensation: User shall pay to County the sum of \$10,394.16 per month. Payment is due the 1st day of each month following execution of this Agreement.
4. Revocable at Will. County’s license to use the Property under this Agreement is non-exclusive and revocable at will by County, for any reason and in County’s sole discretion, without additional notice to User. The license provided herein conveys no interest in the Property.
5. Dates. The Property shall be available for use by User on the following dates and times: User’s license shall terminate on December 31, 2020, unless otherwise revoked or terminated under the terms of this Agreement.

6. Compliance with Applicable Law. User shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to User's use of the Property.
7. Prior Approvals. User shall obtain all necessary permits and approvals from all federal, state, and local governments prior to or concurrent with applying to the County. The County may, in its sole discretion, require User to demonstrate such approvals as a condition precedent to User's use of the Property.
8. Condition of Property: County makes no representations or warranties, express or implied, as to the condition of the Property or its fitness for any particular use by User. User is responsible for all water, sewer, electrical, and other utilities or other services necessary for User's use of the Property.
9. Cleaning and Repair Costs: User agrees to leave the Property in its original, clean condition. User will be responsible for keeping the Property, including any improvements to the same, in good and working condition during the term of this Agreement. User will remove all equipment and personal property brought onto the Property. User will use reasonable care to prevent damage to the Property. User shall be responsible for any cleaning, repair, or remediation costs arising from or related to User's use of the Property.
10. Release, Assumption of Risk, and Indemnity: User agrees to waive, release, and discharge Clackamas County, its officers, employees, officials, and agents, from any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Property.

User understands and appreciates the risks involved in its use of the Property and hereby expressly assumes any and all risks arising out of or relating to use of the Property, whether or not specified herein, and understand Clackamas County is not a guarantor of User's safety.

User agrees to hold harmless, defend, and indemnify Clackamas County, its elected officials, officers, employees, officials, and agents against from and against any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Property.

The release of claims, assumption of risk, and indemnification provided herein is intended to be as broad and inclusive as permitted by Oregon law, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect. This provision shall expressly survive revocation of this Agreement.

11. Insurance: User agrees to maintain Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$ \$1 million per occurrence/\$2 million general aggregate for the protection of the County, its elected officials, officers, commissioners, and employees. Such insurance shall include "Clackamas County, its elected officials, agents, officers, and employees" as an additional insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by User to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. User shall submit certificates of insurance to the County prior to any use of the Property.
12. Reservation of Rights: The County reserves all rights of every kind and nature whatsoever in connection with use of the Property by User. The County shall have full and unfettered access to and use of the Property at any time when User is occupying the Property, regardless of whether such access and use conflicts with User's use of the Property.
13. 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, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon
14. No Agency Status. Neither User nor User's employees, members, or invitees shall be considered to be employees, officers, or agents of the County for any purpose.
15. Integration. This Agreement contains the entire agreement between County and User and supersedes all prior written or oral discussions or agreements.
16. Amendments. County and User may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
17. Waiver. Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be

a waiver of any subsequent default or a modification of the provisions of this Agreement.

18. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
19. No Third Party Beneficiaries. County and User are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the 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 the Agreement.
20. Assignment. User shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County's sole and absolute discretion. 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.
21. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
22. 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.

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

River City Boat Sales, LLC



[name/title] *Tim Coleman*
owner

12/12/19
Date

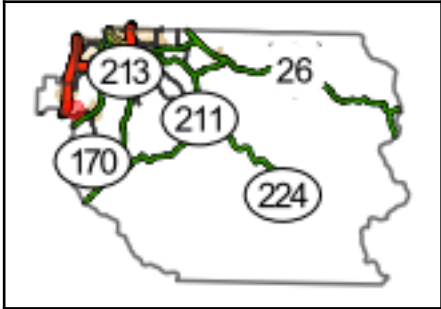
Clackamas County

Jim Bernard, Board Chair

Date

Clackamas County

EXHIBIT A - Facility Use Agreement



Geographic Information Systems
168 Warner Milne Road
Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information



Clackamas County Facility and Property License Agreement

EXHIBIT B: Scope of Use

Said Property shall include the use of the existing commercial buildings and grounds and be used solely in support of on-going boat sales and service activities including:

- Boat sales
- Boat repairs
- Boat servicing
- Boat detailing
- Boat storage
- Boat demos



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

Capt. Malcolm McDonald
 Director

December 19, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs

Purpose/Outcome	Continue the Pretrial Program and expanded Short-Term Transition Leave and Clackamas Substance Abuse Programs.
Dollar Amount and Fiscal Impact	\$2,347,060
Funding Source	Criminal Justice Commission
Duration	July 1, 2019-June 30, 2021
Previous Board Action/Review	2017-2019 biennial Justice Reinvestment Grant approved to develop Pretrial Program and expand Short-Term Transition Leave and Clackamas Substance Abuse Programs.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Community Corrections, the Court, and District Attorney’s Office developed a Pretrial Program during the 2017-2019 biennium with Justice Reinvestment (JRI) grant funding. That funding also allowed expansion of the Short-Term Transitional Leave (STTL) program and Clackamas Substance Abuse Program (CSAP). The STTL program provides housing and resources for people releasing from prison with up to 120 days remaining on their sentence. Community Corrections provides supervision, housing, and resources to assist these clients in their transition into the community. The CSAP program increased residential treatment beds and programming services from 56 to 80 clients at the Residential Treatment & Counseling locations in Milwaukie. The 2019-2021 JRI grant funding will allow Community Corrections to maintain the current service levels of these programs. The Pretrial Program and expanded STTL and CSAP programs are showing positive results toward reducing recidivism and the prison population while increasing public safety and offender accountability. The pretrial program had a swift impact to the jail forced releases. Forced releases have remained under 10 percent throughout the first half of 2019 compared to a rate of 15-21 percent prior to the pretrial program. The STTL program continues to increase the number of prison days saved and the program had an 82.9% success rate in 2018. Only 6.6% of those enrolled in STTL in 2018 were removed from the program due to a new crime. During the 2017-2019 biennium, 83% of clients who entered CSAP successfully completed the program.

Ten percent of the award will support Victim Services programs and 3% will be dedicated back to the Criminal Justice Commission for a Random Control Trial.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement JR-19-003 from the Criminal Justice Commission,

Justice Reinvestment, to maintain the Pretrial Program, STTL, and CSAP services to clients in our community.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Clackamas County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2019 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$2,276,648.21** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Subagreement Insurance Requirements**

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

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Financial Reports. Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial

Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2020, May 30, 2020, September 30, 2020, and January 30, 2021. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.
- iii.** As specified in OAR 213-060-0050(3), no more than 10 percent of the Grant Funds may be used for administrative costs.

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

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

6. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

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

8. Grantee Subagreements and Procurements

a. Subagreements. Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

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

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. 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. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

9. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

a. Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or

b. Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

10. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

11. Termination

a. Termination by CJC. CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

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

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Effect of Termination. Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

12. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

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

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

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

produced or obtained as part of or in connection with the Project (“Work Product”). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such form is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers’ Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler by email dated November 19, 2019

CJC Contact
CJC Grant Administrator
Ian Davidson
885 Summer St. NE
Salem, OR 97301-2524
ian.davidson@oregon.gov
503-378-6374

Grantee Contact
Malcolm McDonald
1024 Main Street
Oregon City, OR 97045
malcolmmcd@clackamas.us
503-655-8717

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission’s *Justice Reinvestment Grant Program* (“Grant Program”) is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders in its county and provide a continuum of community-based sanctions, services and programs that results in progress on the following four goals of the Grant Program: (1) reducing recidivism of offenders, (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011, (3) increasing public safety, and (4) holding offenders accountable.

Project Start Date: July 1, 2019
GRANT #: JR-19-003
GRANTEE PROGRAM CONTACT:
Malcolm McDonald
EMAIL: malcolmmcd@clackamas.us
TELEPHONE: 503-655-8717

Project End Date: December 31, 2021
GRANTEE FISCAL CONTACT:
Nora Jones
EMAIL: nora.jon@clackamas.us
TELEPHONE: 503-655-8780

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$1,662,152.16
Contractual Services	\$363,075.00
Rent & Utilities	\$6,971.05
Equipment	\$9,744.00
10% Victims: Clackamas Women's Services	\$111,433.00
10% Victims: Northwest Family Services	\$101,508.00
10% Victims: CASA of Clackamas County	21,765
Total	\$2,276,648.21

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

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

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.