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BOARD OF COUNTY COMMISSIONERS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

# AGENDA

**Thursday, July 16, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-60

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Update**

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

1. Approval of Three Project Proposals Recommended by Housing Authority of Clackamas County Staff and Submitted in Response to the 2020 Notice of Funding Availability for Metro Affordable Housing Bond Funding & Authorization to Forward to Metro for Concept Endorsement
2. Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project

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

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

1. Approval of Change Order No. 2 with Banlin Construction, LLC for Clackamas County Children's Commission Head Start New Classroom Building Project – *Community Development*
2. Approval of Amendment No. 3 to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
3. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Social Services for Clackamas County Residents - *Social Services*
5. Approval of Amendment No. 4 to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Social Services for Clackamas County Residents – *Social Services*

6. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Metropolitan Family Services to Provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*
7. Approval of a Sub-recipient Agreement with Clackamas Women Services (CWS) and the Community Development Division for Emergency Solution Grant COVID Funding for the CWS Homeless Shelter – *Disaster Mgmt.*
8. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the Community Development Division for Emergency Solutions Grant COVID Funding for the Annie Ross House – *Disaster Mgmt.*
9. Approval of a Sub-recipient Agreement with Northwest Family Services and the Community Development Division for Emergency Solution Grant COVID Funding for the Casa Esperanza House – *Disaster Mgmt.*

**B. Community Corrections**

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley to Provide Work Crew Services for FY 2020-2021
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services for FY2020-2021
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and the County Fair Board to Provide Work Crew Services for FY 2020-2021

**C. Business & Community Services**

1. Approval of Intergovernmental Agreement between Clackamas Education Service District and Clackamas County for Internet Service and Data Backup Service – *Library Network*
2. Approval of Amendment No. 3 to the Contract with Total Golf Management Services LLC for Management Services for the Operation of Stone Creek Golf Club
3. Approval of COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between the State of Oregon and Clackamas County for Grant Funds to be Distributed to Clackamas County Small Businesses – *Economic Development*
4. Approval of Local Grant Agreement Amendment (FY20-21) between Business & Community Services and Micro Enterprise Services of Oregon to Add Funding Received from the State of Oregon Emergency Business Assistance Forgivable Loan Program.

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the City of Gladstone for Dark Fiber Connections.

**III. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract between Water Environment Services and Leeway Engineering Solutions, LLC for RFP 2020-16 Mt. Talbert and Gladstone Infiltration and Inflow Source Identification and Rehabilitation Project - *Procurement*

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

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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

July 16, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of three project proposals recommended by HACC staff and submitted in response to the 2020 NOFA for Metro Affordable Housing Bond funding and authorization to forward them to Metro for concept endorsement.

<b>Purpose/Outcomes</b>	Approval of three recommended project proposals submitted to HACC in response to the 2020 NOFA for Metro Affordable Housing Bond funding and authorization to forward the three projects to Metro for concept endorsement.
<b>Dollar Amount and Fiscal Impact</b>	Bond revenues dedicated to Housing Authority of Clackamas County is \$116,188,094. This approval would allocate a total of \$44,233,000 to three affordable housing projects.
<b>Funding Source</b>	Metro Affordable Housing Bond No County General Funds used
<b>Duration</b>	July 1, 2019 – June 30, 2026
<b>Previous Board Action</b>	The Metro Housing Bond –NOFA Bond Award and Allocation Update was presented to the HACC board in a policy session on July 14, 2020
<b>Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Stephen McMurtrey, Director of Housing Development, Housing Authority 503-650-3414
<b>Contract No.</b>	N/A

**BACKGROUND:**

On June 7, 2018, the Metro Council adopted Resolution No. 18-4898 “For the Purpose of Referring to the Metro Area Voters a Ballot Measure Authorizing General Obligation Bond Indebtedness in an Amount Not to Exceed \$652.8 Million to Fund Affordable Housing; and Setting Forth the Official Intent of the Metro Council To Reimburse Certain Expenditures Out of the Proceeds of said Bonds Upon Issuance” (the “Regional Housing Measure”).

On June 7, 2018, the Metro Council also passed Resolution No. 18-4895 “For the Purpose of Adopting the Metro Chief Operating Officer Recommendation Regarding Regional Investment Strategy: Affordable Homes for Greater Portland,” providing direction to Metro staff for the planning and implementation of the Regional Housing Measure with jurisdictional partners and the community.

Subsequent to the actions listed above, voters in Clackamas, Washington, and Multnomah Counties approved in November of 2018, the creation of a Metro Affordable Housing Bond in the amount of \$652.8MM for the acquisition and new construction of affordable housing units throughout the Metro Urban Growth Boundaries of each jurisdiction (UGB).

Pursuant to the requirements of the Metro Affordable Housing Bond Framework, adopted by Resolution No. 19-4956 by Metro Council on January 31, 2019, the Local Implementation Strategy (LIS), in its final form, is identified as a necessary step to establish Clackamas County's strategy for implementing bond resources throughout the applicable boundary within our County.

On November 14<sup>th</sup>, 2019, the Local Implementation Strategy (LIS) and the Intergovernmental Agreement (IGA) between the Housing Authority and Metro for the Metro Affordable Housing Bond were approved and adopted by the Housing Authority of Clackamas County Board. The HACC IGA and LIS were formally approved by Metro Council on November 21<sup>st</sup>, 2019. Concurrent with final approval of these documents, Metro Housing Bond funds became eligible for release to HACC for the development of bond financed projects within our County's Urban Growth Boundary (UGB).

### **Bond Award and Allocation Update**

On January 22<sup>nd</sup>, 2020 HACC Development staff, in conjunction with our Housing Advisory Board (HAB), released a Notice of Funding Availability (NOFA) availing 35% of Clackamas County's total bond resources, or \$40.67MM, for projects sponsored by non-profit and for-profit developers throughout the eligible Metro boundary. In addition to the bond funds, HACC allocated 125 project-based Section 8 vouchers (PBVs) to support bond-funded projects. The NOFA was structured and delivered using our Local Implementation Strategy and Metro's Affordable Housing Bond Framework as the 'key' metrics for successful project award.

On April 20<sup>th</sup>, 2020 HACC received applications for five projects, proposing a total of 611 units seeking over \$69MM in bond-resources and a total of 221 PBVs. HACC's preliminary review committee and Housing Advisory Board (HAB) conducted a thorough review of each project and is recommending three of the projects for an award of funds.

The recommended projects are located in Happy Valley, Oregon City, and unincorporated Clackamas County. The three projects propose a total of 413 units, representing 51% of the County's total bond goal of 812 units and request a total of \$44,233,000 in bond funds and 125 PBVs. These three projects include a total of 292 units that are two-bedroom and above (72% of the target goal of 406 units) and 153 units reserved for households with incomes 30% AMI and below (47% of the target goal of 333 units).

	<b>Metro Bond</b>	<b>% of Total</b>
Total Clackamas County Metro Bond Allocation	\$116,188,094	100%
18000 Webster Rd. - HACC	\$6,891,888	6%
<b>Recommended Round 1 NOFA Projects</b>		
Fuller Street Station – Geller Silvis & Associates, Inc.	\$10,000,000	8%
Maple Apartments – Community Development Partners & Hacienda Community Development Corporation	\$15,903,000	14%
Good Shepard Village – Caritas Housing Corp & Catholic Charities	\$18,330,000	16%
<b>Total Round 1 NOFA Bond Allocation</b>	<b>\$44,233,000</b>	<b>38%</b>
Proposed Clackamas County Bond Allocation Utilization to date	\$51,124,888	44%
Balance Remaining	\$65,063,206	56%
<b>Planned Use of Remaining Bond Funds</b>		
Hillside Park Redevelopment	\$60,063,206	52%
NOFA Round 2	\$5,000,000	4%

	Units	30% AMI or below	Family Size (2BR+)
<b>Clackamas County Production Goals</b>	<b>812</b>	<b>333</b>	<b>403</b>
18000 Webster Rd. - HACC	48	48	0
Fuller Street Station – GS&A	100	25	83
Maple Apartments – CDP & Hacienda	171	70	129
Good Shepard Village – Caritas & CCO	142	58	80
<b>Proposed Total Unit Production</b>	<b>461</b>	<b>201</b>	<b>292</b>
<b>Percent of Total Production Goals</b>	<b>57%</b>	<b>60%</b>	<b>73%</b>

**Next Steps for Unit Production**

July 2020: Concept Endorsement approved by Metro

Predevelopment: Final approval by Metro Council and disbursement of funds from Metro to HACC

Construction Closing: Final approval by Housing Authority Board authoring transfer of funds to project and construction closing.

**RECOMENDATION:**

Staff recommends the HACC Board approve the three recommended project proposals and authorize staff to forward them to Metro for concept endorsement.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**ATTACHMENTS:**

- Study Session Packet including:
  - Notice of Funding Availability
  - Description of Projects
    - Project Locations Map
    - Fuller Station Project Narrative
    - Good Shepherd Project Narrative
    - Maple Apartments Project Narrative
  - Housing Advisory Board - Member Profiles

# Housing Authority of Clackamas County

## Metro Affordable Housing Bonds

### Notice of Funding Availability

JANUARY 22, 2020

~~PROPOSALS DUE: 3:00 PM ON APRIL 6, 2020~~

**\*\*\*DUE DATE EXTENDED TO 3:00 PM ON APRIL 20, 2020\*\*\***

SUBMIT PROPOSAL TO:

HACC Reception Desk

13930 S. Gain St.

Oregon City, OR 97045

(503) 650-3417

## GENERAL INFORMATION

### Overview:

In 2018, regional voters approved a \$652.8 million Metro Affordable Housing Bond for the creation of 3,900 affordable housing units within the urban growth boundary. The bond allows our region the opportunity to invest in the development of new housing resources for some of our most vulnerable and historically marginalized residents.

Recognizing the need and opportunity throughout the region, bond revenue is distributed based on assessed value of each of the three counties within the Metro district. This means that approximately 45% of homes created through the bond will be in Multnomah County, 34% in Washington County, and 21% in Clackamas County.

Bond revenues dedicated to Clackamas County are **\$116,188,094**. As a county without entitlement cities (cities with a population of at least 50,000), all bond resources will run through the Housing Authority of Clackamas County (HACC).

HACC will be the developer/owner of approximately 450 units of bond-financed housing and will use approximately \$63.9 MM or 55% of the total bond resources. The remaining balance, \$52.3MM or 45%, is available for projects sponsored by non-profit or for-profit developers throughout the eligible Metro boundary within the county.

Clackamas County production goals for Metro Bond funds are to:

- Develop or acquire approximately **812 new affordable housing units**
- Meet the needs of families by making at least 406 of the units two bedrooms or larger
- Meet the needs of the County's most vulnerable households by making at least 333 of the units affordable to extremely low-income households earning 30% or less of AMI. At least 200 of these units will be supported with rental assistance provided by HACC.
- Create affordable homes for households earning between 61 – 80% of AMI by using up to 10% of the funding. No more than 81 bond financed units will have rents at this level.

### Available Resources:

- Capital Funding. HACC plans to release **\$40.67MM** or 35% of the total bond resources in this NOFA round.
- Project-based rental assistance. HACC will provide at least **125 project-based Section 8 (PBV) payment vouchers** to bond-funded projects that support units serving households with incomes at or below 30% of area median income. HACC anticipates a variety of project-based vouchers types will be available, including PBS8, Mainstream, and Veterans Affairs Supportive Housing (VASH) vouchers. HACC will work with developers to determine the appropriate voucher mix for each project. Please refer to the [HACC website](#) for current Fair Market Rents and payment standards.
- **HACC Conduit Bonds**. HACC may consider issuing conduit bonds for HACC-owned or other projects. These bonds have the advantage of lower fees than offered by other conduit bond issuers.



**Information Session:**

An information session for this NOFA will be held **on February 4, 2020** at the Clackamas Heights Community Room located at 13900 S. Gain St Oregon City, 97045, from **2:00 to 4:00 PM**. We encourage developers/sponsors planning to respond to this NOFA to attend.

**Contact Person:**

Devin Ellin, Senior Housing Developer  
Housing Authority of Clackamas County  
PO Box 1510, Oregon City, OR 97045  
(503)650-3417 | [dellin@clackamas.us](mailto:dellin@clackamas.us)

**NOFA location and associated documentation:** [www.clackamas.us/metrohousing/NOFA](http://www.clackamas.us/metrohousing/NOFA)

**Timeline:**

<b>SCHEDULE</b>	
NOFA Issued	January 22, 2020
Developer/Sponsor Mandatory Information Session	February 4, 2020
<b>Applications Due by 3pm</b>	<del>April 6, 2020</del> <b>April 20, 2020</b>
Project Endorsement	July 2020

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## I. **Background: Metro Affordable Housing Bond Program Work Plan and Clackamas County Local Implementation Strategy**

### A. **Metro Affordable Housing Bond Program Work Plan**

On November 6, 2018, voters approved a \$652.8 million bond measure, directing Metro to fund affordable housing throughout the Metro region. In June of 2019, the Metro Council adopted the recommended program framework, as set forth in the Regional Investment Strategy: Affordable Homes for Greater Portland, which included recommendations for unit production goals, commitments to advancing racial equity, and implementation guidelines developed in collaboration with stakeholders, jurisdictions, housing providers and other partners. This Affordable Housing Program Work Plan ([Appendix A](#)) provides a comprehensive plan for implementing Metro's Bond Measure program.

In its efforts to achieve unit production targets, Metro is guided by the following four principles:

- **Lead with racial equity.** Ensure that racial equity considerations guide and are integrated throughout all aspects of the Program implementation, including community engagement, project location prioritization, tenant screening and marketing, resident and/or supportive services, and inclusive workforce strategies.
- **Create opportunity for those in need.** Ensure that Program investments serve people currently left behind in the region's housing market, especially: communities of color, families with children and multiple generations, people living with disabilities, seniors, veterans, households experiencing or at risk of homelessness, and households at risk of displacement. Incorporate commitments for tracking and reporting on Program outcomes for people of color and other historically marginalized groups.
- **Create opportunity throughout the region.** Ensure that Program investments are distributed across the region to (a) expand affordable housing options in neighborhoods that have not historically included sufficient supply of affordable homes, (b) increase access to transportation, employment, education, nutrition, parks and natural areas, and (c) help prevent displacement in changing neighborhoods where communities of color live today.
- **Ensure long-term benefit and good use of public dollars.** Provide for community oversight to ensure transparency and accountability in Program activities and outcomes. Ensure financially sound investments in affordable, high quality homes. Allow flexibility and efficiency to respond to local needs and opportunities, and to create immediate affordable housing opportunities for those in need.

## **B. Clackamas County Local Implementation Strategy**

In addition to Metro's Work Plan and guiding principles, the HACC recently completed a thorough, community-focused process to develop its Local Implementation Strategy (LIS) ([Appendix B](#)). The LIS aims to sustain Clackamas County's livability, particularly for those most in need. It will guide the County's efforts as it works to create affordable housing using its allocation of Housing Bond proceeds. The LIS also outlines a commitment to furthering community goals of preventing displacement, advancing racial equity and inclusion, creating affordable housing options in locations where there are none, and helping address homelessness in the community. Production goals and priorities identified in the LIS include:

Production Goals: Develop or acquire 812 or more affordable housing units, of which:

- 406 will be family-sized units (defined as two or more bedrooms);
- 333 units will be for households earning 30% or less of area median income (AMI); and
- No more than 81 bond financed units will be reserved for households earning between 61 – 80% of AMI.

Priority Communities: Create housing access and opportunities for:

- Communities of color;
- Families, including families with children and multiple generations;
- Seniors;
- Veterans;
- People living with disabilities;
- Individuals exiting the foster care system;
- Households experiencing homelessness and/or facing imminent displacement.

Location Priorities:

- Preference for neighborhoods that have good access to transportation, grocery stores, school, commercial services, and community amenities;
- Accessible support services (including addiction services and mental and physical health services).

All proposals will be evaluated against the Threshold Requirements, Priorities, Preferences, and Additional Consideration criteria described below.

## II. Threshold Requirements

Location	Projects must be located in Clackamas County and within the Metro Urban Growth Boundary.
Max Bond subsidy/unit	\$130,000 per unit
Project-based Section 8 Vouchers	For projects to qualify for Project-based Section 8 Vouchers (PBV), the projects must utilize a minimum of 8 vouchers. Units must be made available to households with adverse credit, rental, and legal histories, and very limited income.
Income Targeting	40% of the units in a project supported by Bond funding must be affordable to households earning 30% or less of area median income (AMI)*
Unit Size	50% of the units in a project supported by Bond funding must include two or more bedrooms**
Programming	Appropriate to building population(s). All units supported by Bond funding must be regulated at or below 80% AMI. All units supported by PBVs must serve households with incomes at or below 30% AMI.
Community Engagement	Project sponsors are required to hold at least two engagement sessions during predevelopment. These will help ensure developers are actively engaging with the community surrounding the proposed development and providing listening and feedback sessions to potential residents.
Screening	Units must be made available to households with adverse credit, rental, and legal histories, and very limited income. HACC may review and request revisions to the screening criteria and lease-up process.
Resident Services Plan	Resident Service Coordination that is appropriate to the level of need of the target population will be required at all projects. Resident Services will focus on eviction prevention, helping residents access services for which they may be eligible, empowerment services, and community building activities.
Supportive Services Plan	Projects serving high needs populations will require robust supportive services to ensure resident stability and positive outcomes. MOU's with service providers are expected. HACC will evaluate a project's target population and service plan to ensure it is appropriate and durable. HACC will approve resident service fees in project operating expense budgets.
Equity in Contracting & Workforce	A detailed plan to achieve at least 20% COBID certified subcontractor participation and 20% COBID certified professional services participation. Project sponsors will be required to provide documentation of subcontracting efforts and results. HACC strongly encourages architects, contractors, subcontractors and other bond project team members to involve Clackamas County workforce and businesses.
Sustainability	Compliance with Oregon Housing and Community Services standards
Accessibility	Incorporate Universal Design principals
Leveraging	Maximization of all non-Bond sources of funding including use of Low-Income Housing Tax Credit equity and conventional debt to the greatest extent feasible. (Proposals relying on competitive sources of funding, such as 9% LIHTC equity, FHLB, or other OHCS funding that have not been awarded at the time of proposal submission, may be deemed less competitive under this NOFA.)
Site Control	At the time a development proposal is submitted, the developer must demonstrate that it has, and will maintain until the land is acquired, site control of the property for which funding is being requested. Evidence of site control can include fee simple ownership, executed long-term land lease, purchase option, purchase and sale agreement, or similar. Contingencies to closing reduce certainty of site control. Please include evidence of site control with Form B - Funding Application
Readiness to Proceed	Zoning is appropriate for proposed project development as evidenced by zoning letter from applicable jurisdiction. If zoning is not in place, provide a letter from applicable jurisdiction describing intended zoning and path/timeline for amendment.

\* In cases where a project exceeds the threshold requirement for 50% 2br units, the threshold requirement for 40% of the units restricted at 30% AMI can be negotiated.

\*\* In cases where a project exceeds the threshold requirement for 40% of the units restricted at 30% AMI, the threshold requirement for 50% 2br units, can be negotiated.

### III. Scoring Criteria

Complete applications will be scored in the following categories. Maximum points in each category are noted. Sponsors must self-score their proposed project and include the completed scoring matrix shown below in the funding application (see Section V).

	Points Available	Self-Score
<b>1. Subsidy Per Unit</b>	<b>15</b>	
<b>2. Location</b>	<b>25</b>	
A. Proximity to Public Transit	5	
B. Proximity to Grocery or Drug Store	5	
C. Proximity to Medical Services, Library, or Senior Center	5	
D. Proximity to School	5	
E. Proximity to Parks, Recreation or Community Center	5	
<b>3. Target Population and Project Attributes</b>	<b>30</b>	
A. Income Targeting	5	
B. Unit Size	5	
C. Households with High Barriers to Housing	5	
D. Permanent Housing for Homeless Households	15	
<b>4. Advancing Racial Equity</b>	<b>10</b>	
<b>5. Developer Experience and Capacity</b>	<b>10</b>	
<b>6. Readiness</b>	<b>10</b>	
<b>7. *Bonus Points* Community Housing Development Organization (CHDO)</b>	<b>2</b>	
<b>Total Possible Points</b>	<b>100 +2</b>	

#### 1. Amount of subsidy requested per unit (up to a total of 15 points)

While the Metro Bond resources are substantial, in order to meet the unit targets of the Bond, these funds will need to be blended with other public and private funding sources like 4% LIHTC equity, local resources, and bank loans. HACC has established a maximum bond subsidy of \$130,000 per unit. Points will be awarded for projects requesting less subsidy per unit. The lower the per unit request, the higher the score.

- Projects requesting \$100,000 per unit or less will receive 15 points
- Projects requesting \$100,001-\$115,000 per unit or less will receive 10 points
- Projects requesting \$115,001-\$125,000 per unit or less will receive 5 points
- Projects requesting \$125,001-\$130,000 per unit or less will receive 0 points

#### 2. Location (up to a total of 25 points)

HACC looks to support projects in neighborhoods with good access to transit, jobs, parks and open space, quality schools, commercial services and amenities, and provide the opportunity to create inclusive mixed-income neighborhoods. The amenity must be in place at the time of application. The application must include a map scaled for distance using a standardized radius from the development site. The map must show the distance of the site amenities from the development site.

##### A. Proximity to Public Transit (up to 5 points)

- Within ½ mile of multiple bus lines or MAX station (5 points)
- Within ¼ mile of a single bus line or shuttle (3 points)
- Within ½ mile of a single bus line or shuttle (2 point)

**B. Proximity to Grocery or Drug Store (up to 5 points)**

USDA Food Desert data from: <http://www.ers.usda.gov/data-products/food-access-research-atlas/go-to-the-atlas.aspx#.Uw9-EOOwI5I>

- Full service grocery or drug store located within ½ mile (5 points)
- Full service grocery or drug store located within 1 mile (3 points)
- Not located in a USDA Food Desert (2 points)

**C. Proximity to Medical Services, Library, or Senior Center (up to 5 points)**

- Available within ½ mile (5 points)
- Available within 1 mile (3 points)
- Available within 2 miles (2 points)

**D. Proximity to School (up to 5 points)**

- Within ½ mile (5 points)
- Within 1 mile (3 points)
- Within 2 miles (2 point)

**E. Proximity to Parks, Recreation or Community Centers (up to 5 points)**

- Within ¼ mile of a park, recreation center, or community center (5 points)
- Within ½ mile of a park, recreation or community center (2 points)

**3. Target Population and Attributes (up to a total of 30 points)**

In order to meet unit bedroom size and affordability goals, HACC looks to support projects that include units with two or more bedrooms and rents at or below 30% AMI. During the listening phase, HACC received reminders of the need for senior housing, family housing (to include three and four-bedroom units), housing accessible to high needs populations, housing that is compliant with the American with Disabilities Act (ADA), and housing for individuals who are homeless or at risk of homelessness.

**A. Income Targeting (up to 5 Points)**

- Points will be given based on percentage of rents affordable at lower AMI levels. Percentages are rounded up to the next whole number.

Percentage of units <b>above threshold requirement</b> affordable at or below 30% AMI:	Points
10% and above	5
8-9%	4
6-7%	3
3-5%	2
1-2%	1

**B. Unit Size (up to 5 points)**

- Points are awarded for the number of units with 2 or more bedrooms above the threshold requirement.
  - 1 point will be awarded for each 5% of units that have 2 bedrooms **above the threshold requirement.**
  - 2 points will be awarded for each 5% of units with 3 bedrooms or larger **above the threshold requirement.**

**C. Households Facing High Barriers to Housing (up to 5 points)**

- One point awarded for each 5% of the affordable units set aside for households facing high barriers to housing, up to a maximum of 5 points. “High Barrier” populations means categories of people with particular needs related to housing, including but not limited to veterans, elderly, people with the presence of a disability, previously incarcerated persons, and survivors of domestic violence.
- To receive points, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded. Providing accessible units will not in and of itself be sufficient to score points.

**D. Permanent Housing for Homeless Households (up to 15 points)**

- Projects with units set aside for [homeless households](#) must offer sufficient supportive services for the population served and show sufficient commitments for services. Services must be offered voluntarily for the duration of tenancy. When Project-Based Vouchers are awarded, units must be filled from Clackamas County’s Coordinated Housing Access (CHA) system in collaboration with the HACC’s waitlist process. To receive points, the Supportive Services Plan must demonstrate how essential supportive and social service needs of the population will be provided and funded.
- One point awarded for each 5% of affordable units set aside for homeless families or individuals, up to a maximum of 15 points.

**4. Advancing Racial Equity (up to a total of 10 points)**

People of color struggle disproportionately with unaffordable housing, displacement and homelessness. HACC is committed to addressing this inequity by prioritizing opportunities to serve historically underserved communities, removing barriers to fairness in representation, opportunity, and access and providing equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.

- Points will be awarded based on comprehensiveness, specificity, quality of engagement, and quality of services, according to the following criteria. Up to 2 points per answer. Include responses in the Equity Plan referenced in Section V. **Projects must meet a minimum of 5 points in this section to qualify for project funding.**
  1. Tell us about historically underserved communities in your project area including demographics and other factual data in your response.
  2. How have you connected to this community(ies) in planning for this project?
  3. How do you plan to ensure that these communities are aware of this housing opportunity?
  4. What barriers do you anticipate these communities encountering in accessing housing? What is your plan for mitigating identified barrier to access?
  5. How will you serve this community(ies) through building operations? Please attach any actionable MOUs with service organizations.

**5. Developer Experience and Capacity (up to 10 points)**

The development team’s experience and capacity should match the scope and scale of the proposed development. Complete the narrative questions and tables of requested information. Include responses in the Development Team Summary referenced in Section V. Points will be awarded based on the experience and capacity of the development team.



1. List the five (5) most recent projects you have **completed** in the past five years. (Include project name, city, target population, and funding sources.)
2. List all housing projects **under development**. (Include project name, city, target population, funding sources, and estimated completion date.)
3. For the proposed project, list below the names of agency staff members and/or the third party firm assigned to each task.

Position Name	Staff Person Name/Title or Contracted Firm Name	Years of Experience Developing or Managing Multi-family Housing
Executive Director/Owner		
CFC/grant application writer		
Project Developer		
Development Consultant		
Construction Manager		
Asset Manager		
Compliance Manager		
Architect		
General Contractor		
Other		

4. Describe agency staff member experience leading construction development of projects of similar (or larger) size and scope such as mid-rise versus high-rise, wood frame versus steel, and new construction versus rehabilitative construction. If applicant staff experience in affordable housing development and operation is limited, discuss how this concern will be mitigated (i.e. whether you will partner with an experienced consultant or organization). If using a consultant, indicate how long the consultant will be involved in the development process.

**6. Readiness (up to 10 points)**

Points will be awarded according to the degree to which the proposal demonstrates readiness to proceed.

- Maximum points are awarded for sites that have obtained entitlements (obtaining building permits is not necessary to score points).
- Projects that have submitted their application for entitlements will be eligible for up to 5 points.
- Projects that have submitted an executed MOU with a service partner to provide services to residents at the property will be eligible for 1 point. To receive points, in addition to the MOU, the Resident Services Plan must demonstrate how essential supportive and social service needs of the population will be addressed.

**7. CHDO bonus (up to 2 bonus points)**

A Community Housing Development Organization (CHDO) is a private nonprofit, community-based service organization that has staff with the capacity to develop affordable housing for the community it serves.

- Two bonus points will be awarded to qualifying CHDOs.

#### IV. Additional Considerations

In addition to the threshold requirements, competitive scoring criteria, and development priorities, development teams should keep in mind the following as they are crafting their proposals:

- **Project-based Section 8 Vouchers:**

- Projects must be an eligible housing type for PBV assistance (24 CFR 983.53 and 983.54) and meet accessibility requirements in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973. Projects must also complete an Environmental Review under the National Environmental Policy Act (NEPA), a Subsidy Layering Review (SLR) (24CFR 983.55, FR Notice 6/25/14), and are subject to HUD Section 3 hiring goals and Davis-Bacon labor standards. Projects must be aware of the cap on the number of PBV units allowed in a project based on 24 CFR 983.56 and PIH Notice 2017-21. HACC will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20% or more.
- For projects using PBVs, the projects must utilize a minimum of 8 vouchers.
- All units supported by PBVs vouchers must serve households with incomes at or below 30% of area median income and made available to households with adverse credit, rental, and legal histories.
- Projects completing all applicable HACC and HUD reviews may then execute a Section 8 Project-Based Voucher Housing Assistance Payments (HAP) contract with HACC. The term of the HAP contract for any contract unit may not be less than one year nor more than 20 years. The term of the PBV HAP Contracts desired by the requesting party must be stated in this proposal and will be negotiated on a case-by-case basis.
- A project may utilize a site-based waiting list to select applicants for PBV assisted units and HACC reserves the right to require local preferences to determine order of selection from an owner administered site-based waiting list.
- New Construction Site and Neighborhood Standards must be met (24 CFR 983.57(e))
- Existing Acquisition or Rehabilitated Housing Site Neighborhood Standards must be met (24 CFR 983.57(d))
- Projects that request PBVs should understand that the Fair Market Rents shown in on the HACC website ([www.clackamas.us/housingauthority/section8.html](http://www.clackamas.us/housingauthority/section8.html)) are published by HUD annually and are the basis for which public housing agencies set their voucher payment standards. It is the HACC Voucher Payment Standard that establishes the maximum approvable contract rent for a PBV program unit. The proposed project's PBV rent to owner must not exceed the lowest of the following amounts:
  - An amount determined by the PHA, not to exceed applicable payment standard for the unit bedroom size minus any utility allowance;
  - The reasonable rent; or
  - The rent requested by the owner.

- **Financial metrics:**

- Sufficient hard and soft costs contingencies and reserves should be embedded in each proposal to ensure that the project could be completed without any additional Bond funds.
- Projects should incorporate adequate operating expenses on a per annum basis to serve the targeted population.
- Project proformas should assume that income from PBV units will be set at 60% AMI.
- After project completion, all projects will be required to pay an administrative fee for units with PBVs. A \$150 per PBV-subsidized unit, per year monitoring fee must be factored in to the annual operating budget.
- Projects should balance amenities (community rooms, gathering space, etc.) and durability (such as unit finishes) with unit costs/subsidy to ensure the population served can reside long term in the affordable units.
- Project evaluations will emphasize expediency and cost efficiencies in all aspects of building design, construction, and operations. Innovations that can reasonably be expected to result in demonstrated lower costs are encouraged.
- Cost Controls: All projects should demonstrate average unit costs not to exceed limits prescribed by Oregon Housing and Community Services (OHCS).
- In an event of default, rents for Bond-funded units may not exceed 60% AMI. No exceptions.
- HACC strongly discourages manipulation of pro forma assumptions to produce a desired outcome, such as lowering expenses to produce more favorable net operating income.
- New Construction units and acquisition/rehab projects less than 10 years old receiving Metro Bond funds will be regulated to a 60-year affordability period. For acquisition/rehab projects that are more than 10 years old, HACC may consider a shorter period of affordability, but no less than 30 years.

- **Equity:**

- Proposed project must show it can meet the 20% COBID hard and soft cost goals. In addition, proposers must consider how equity is addressed throughout their proposals to include:
  - How diversity and inclusion is applied in the organization, including its board.
  - The provision of culturally responsive and culturally specific services.

These and other related topics should be captured in development teams' Equity Plan (see Section V, Application Requirements)

## V. Application Requirements

Development teams must submit the following minimum application materials including the completed application form ([Form B](#)). Total combined page limit for the Project Narrative (#3) and Development Team Summary (#4) is 15 pages. Page limit for the Equity plan (#7) is 6 pages. Aside from financial documents, application materials should be single-spaced, 1-inch margins, with no smaller than 11-point font.

1. Sponsor Cover Page ([Form A](#))
2. Funding Application ([Form B](#))
3. Completed self-score matrix
4. Project Overview Narrative that includes:
  - A. Type of project (new construction, acquisition/rehab)
  - B. Description of project including number and type of units, number of floors, construction type, floor area ratio, height, key building and site amenities, and any other key design elements (if any), and how project meets the LIS and Bond Framework goals.
  - C. Description of the target population, income mix and lease-up plan, including:
    - i. Description of resident or other programming including resident services.
    - ii. Description of plan for outreach, marketing and lease-up to priority populations, including plans to implement low barrier screening, to promote accessibility to households with adverse credit, rental, and legal histories and very limited income. Access may be achieved through partnerships with referring service providers, innovative screening and property management strategies, and/or other approaches that remove barriers to access.
  - D. Supportive Services Plan (2-4 pages expected) - **only for projects proposing unit(s) for high barrier or homeless populations**: A supportive services plan to serve the priority population(s) that addresses:
    - i. Overview of the target population and needs, and how service team's approach and services offered are responsive and effective for meeting these needs. This includes delivery of culturally responsive and/or culturally specific services, methods of assessing and providing services to residents, and plans for supporting tenants and the housing community when tenants are experiencing a crisis.
    - ii. Service team's overall capacity to support project service design, planning and services operations oversight in addition to providing needed direct services in the project. Include description of how community relationships and partnerships will be leveraged to strengthen services. Include any MOU's with service providers.
    - iii. Types and level of services to be offered, including anticipated FTE by service type.

- iv. Brief overview of anticipated services outcomes for target population, including racially equitable access and outcomes.
  - v. A marketing and lease-up plan that demonstrates: capacity to reach the target population through coordinated access; how the lease-up process will ensure equitable access for people of color in the priority population(s).
  - vi. Budget and sources of funding for services, including both funding through this NOFA and leveraged sources. Brief overview of anticipated services outcomes for target population, including racially equitable access and outcomes.
- E. Description of key financial assumptions and financing terms, particularly as those relate to contingent, at risk or otherwise uncommitted outside funding sources. Please include assumption on operating costs as well as provision of supportive services.
  - F. Indicators of cost-efficient design, construction and operations.
  - G. Indicators and description of Universal Design concepts applied in the project.
  - H. Confirmation of Davis Bacon wage assumptions and/or a BOLI wage determination letter for construction as applicable.
  - I. Description of the green/sustainable building or operations features.
5. Development Team Summary: Development team qualifications and experience, including ownership entity and its relationship to other development team members. The summary must also include a description of the development team's past use of or familiarity with rules, regulations, and requirements of the specific funding sources being requested. **Teams unable to satisfactorily demonstrate use or familiarity may be eliminated from consideration.**
  6. Preliminary Budget/Pro Forma ([Form D](#)): including projected sources and uses, income and expense breakdown, and 30-year cash flow projections. **Use of OHCS pro forma in MS Excel format is required (not PDF).**
  7. Readiness: fill out, to the greatest extent possible, Proposed Project Schedule ([Form E](#)).
  8. Equity Plan
  9. Draft Affirmative Fair Housing Marketing Plan ([Form F](#))
  10. Sponsor Statement of Financial Capability ([Form C](#))
  11. Organizational financial statements for last two years and a Schedule of Real Estate Owned. Please clearly mark "confidential" if these financial statements are to be kept confidential in the event of a public records request.

**All pages in the application must be numbered.**

**Design/architecture is NOT required and is only encouraged to the minimum extent necessary for development teams to comply with other submittal requirements.**

Signed and dated proposals must be submitted by **3:00 p.m. on ~~April 6, 2020~~ April 20, 2020** to be considered responsive.

**Submit three (3) hard copies of completed application and documentation, with copies of all documents on a flash drive (NO FAXES PLEASE) to:**

Devin Ellin, Senior Housing Developer  
c/o HACC Reception Desk  
13930 S. Gain St., Oregon City, OR 97045  
(503) 650-3417 | [dellin@clackamas.us](mailto:dellin@clackamas.us)

## **VI. Review and Selection Process**

Upon receipt, all applications will be reviewed for adherence to this NOFA's application requirements and scoring criteria. The selection process may take 10-15 weeks and include the following steps:

### **1. HACC Concept Endorsement: 45 - 60 days**

- A. Threshold Review – HACC Staff
- B. Technical and Financial Feasibility Review – HACC staff, HACC Housing Advisory Board, and Ad-Hoc Evaluation Review Committees
- C. HACC selects project for approval and forwards decision to Metro

### **2. Metro Concept Endorsement: 30 - 45 days**

- D. HACC staff, in conjunction with Metro staff, will present the project to Metro for endorsement by the Metro COO. Metro will review the project for conformance to the adopted Local Implementation Strategy.
- E. Metro approves concept endorsement

***HACC and its partners at their sole discretion may employ the following selection process and evaluation criteria in recommending projects for an award.***

Projects will be evaluated and ranked based on at least the following:

1. Alignment with the LIS:
  - Need: population, location
  - Impact: alignment of resident services, fair housing marketing plan and outreach plan to LIS goals and priorities
2. Investment Requirements
3. Scoring Criteria
4. Preferences
5. Additional Considerations
6. Qualifications and experience of the Development Team
7. Reasonableness and feasibility of all financial materials submitted including the project budget and proforma
8. Readiness to proceed with the project and assumptions regarding the project schedule.
9. Content, quality and reasonableness of all equity related submissions including the Equity Plan
10. Content and quality of the proposal, the Project Narrative, all other required materials and materials submitted voluntarily by the Development Team

## VII. General Conditions

This NOFA is not a solicitation of competitive bids. Failure to abide by these General Conditions is grounds for disqualification. HACC by this NOFA specifically reserves the right in its sole discretion to determine which proposals best serve the public good, and to:

- A. Revise the solicitation, evaluation, or selection process including extending the deadline or canceling without selecting any projects.
  - B. Waive informalities and irregularities in the proposals received in response to this NOFA.
  - C. Disqualify without recourse or appeal any or all proposals.
  - D. Reject any or all proposals.
  - E. Determine the timing, arrangement and method of any presentations.
  - F. Verify and investigate the qualifications and financial capacity of the development team, and any of the information provided in the proposal.
  - G. Request best and final offers.
1. Every effort has been made to provide current and correct information; however, HACC makes no representation or warranty with respect thereto.
  2. All proposals received shall become the property of HACC and considered an official public record subject to inspection by the public in accordance with Oregon's Public Records Law (ORS Chapter 192). Entities are advised that confidential financial information, including the Sponsor's Statement of Financial Capacity, should be clearly labeled and submitted separately from the remainder of their proposal (both paper and digitally). Similarly, if any entity responding to this solicitation believes that a specific portion of its response constitutes a "trade secret" under ORS 192.345(2) and is, therefore, exempt from disclosure, the entity must clearly identify that specific information as a "trade secret" and submit it together with the confidential financial information. Identification of information as a "trade secret" does not necessarily mean that the information will be exempt from disclosure. HACC will make the determination of exemption from disclosure based on the nature of the information and the requirements of the Oregon Public Records Law. If an entity disagrees with HACC's determination that an exemption does or does not apply, that entity is exclusively responsible for defending the entity's position concerning the requested information from any party requesting the disclosure.
  3. Restrictions on communication. Every effort has been made to include herein all the information necessary to prepare and submit a responsive proposal to this NOFA. However, in the event additional information is desired, or if you have a question about any of the information or requirements contained in this NOFA, direct your questions to:

Devin Ellin, Senior Housing Developer  
Housing Authority of Clackamas County  
PO Box 1510, Oregon City, OR 97045  
(503) 650-3417 | [dellin@clackamas.us](mailto:dellin@clackamas.us)



4. During the course of this NOFA, development teams are cautioned not to undertake any activities or actions to promote or advertise their proposals except in the course of HACC-authorized presentations; or to make any direct or indirect (through others) contact with review committee members (if named), staff members of the County, HACC or other funding partners. Development teams may only initiate contact with the person named in #3 above who will assess inquiries and determine further actions, if any.
5. HACC will not hold “one-on-one” meetings with any development teams during the evaluation process except as part of a scheduled interview or presentation process involving all or a “short list” of development teams. HACC may, however, ask individual development teams clarifying questions or obtain additional information about some specific point of a proposal.
6. HACC accepts no responsibility or obligation to pay any costs incurred by any potential or eventual development teams in the preparation or submission of a proposal; or in complying with any subsequent request by HACC for information or participation throughout the evaluation process.
7. Funded projects will be required to:
  - A. Comply with Metro-required 60-year affordability agreement and annually submit compliance reporting as specified in agreement.
  - B. Financial Documentation: Current financial statements and recent financial audits (if available) in sufficient detail for HACC to analyze the overall health of the organization, and the performance of other real estate owned.
  - C. Support letters from all partner service providers must be submitted for services to be considered in scoring.
  - D. Additional information regarding project criteria is contained within the Appendices.
8. Mandatory Information: Development teams may be eliminated from consideration if a representative of the team does not attend the Mandatory Developer Information Session.
9. Once an application has been submitted, no action may be taken on the property, bid solicited, or contract entered into until a HUD environmental review which complies with the laws and authorities of the National Environmental Policy Act (NEPA) is conducted. Failure to do so may result in a “choice limiting action” and render the project ineligible for funding.

All substantive questions and answers (FAQs) as well as formal Addenda will be posted to the HACC website page: [www.clackamas.us/metrohousing/NOFA](http://www.clackamas.us/metrohousing/NOFA)

**VIII. Forms and Appendices**

<b>FORMS</b>	<b>LOCATION</b>
Form A – Sponsor Cover Page	<a href="#">Form A</a>
Form B - Funding Application	<a href="#">Form B</a>
Form C - Sponsor Statement of Financial Capability	<a href="#">Form C</a>
Form D - Pro Forma	<a href="#">Form D</a>
Form E - Proposed Project Schedule	<a href="#">Form E</a>
Form F - Sample Screening Criteria	<a href="#">Form F</a>

<b>APPENDICES</b>	<b>LOCATION</b>
Appendix A – Metro Affordable Housing Bond Program Work Plan	<a href="#">Appendix A</a>
Appendix B – Clackamas County Local Implementation Strategy	<a href="#">Appendix B</a>

**Housing Authority of Clackamas County**  
**Housing Advisory Board 2019 - 2020**  
**Member Profiles**

**Casey Baumann, President** - Underwriting Manager Oregon Housing and Community Services (OHCS). Mr. Baumann has over five years' experience underwriting State and Federal funding, including the Low Income Tax Credits (LITHC), Tax Exempt Bonds, and multiple State funding sources, for the creation and preservation of affordable housing. Mr. Baumann has been in the multifamily finance industry for over 15 years. Prior to joining OHCS, Mr. Baumann was a multifamily mortgage analyst for a nation-wide FHA/HUD lender.

**Rose Ojeda, Vice President** - Manufactured Housing Preservation Director with CASA of Oregon. Ms. Ojeda brings more than 25 years of experience in real estate and affordable housing development serving diverse and marginalized populations throughout the Portland Metro area. She previously served as the Director of Housing Development for Cascadia Behavioral Healthcare, developing housing for adults with a severe and persistent mental illness, and worked for over 9 years developing housing in rural Oregon, including the preservation of several Manufactured Housing Communities by converting the communities to resident owned cooperatives.

**Spencer Deinard** – Architect with 25 years' experience. Mr. Deinard has focused on the planning, design, and construction of affordable housing projects since 2016 at LRS Architects.

**Sandra Grzeskowiak** – A retired educator currently serving as an AARP volunteer. Ms. Grzeskowiak is focused on issues related to housing and livability for seniors and disabled persons. Ms. Grzeskowiak is a prior member of this board.

**Alissa Mahar** –Vice President at Clackamas Community College. Ms. Mahar has experience working with and supporting vulnerable student populations, as well as insight into workforce and development opportunities within her community. Ms. Mahar also serves on the Economic Development Commission for Clackamas County. She has professional experience with affordable housing development, transitional housing, rent assistance programs, shelter services, asset management, and wrap around services through her prior role at the Portland Housing Bureau.

**Paul Reynolds, Resident Member** – Previous HACC Board Resident Commissioner for over eight years. Mr. Reynolds has personal experience living with a disability and facing housing insecurity.

Clackamas County 2020 NOFA Locations

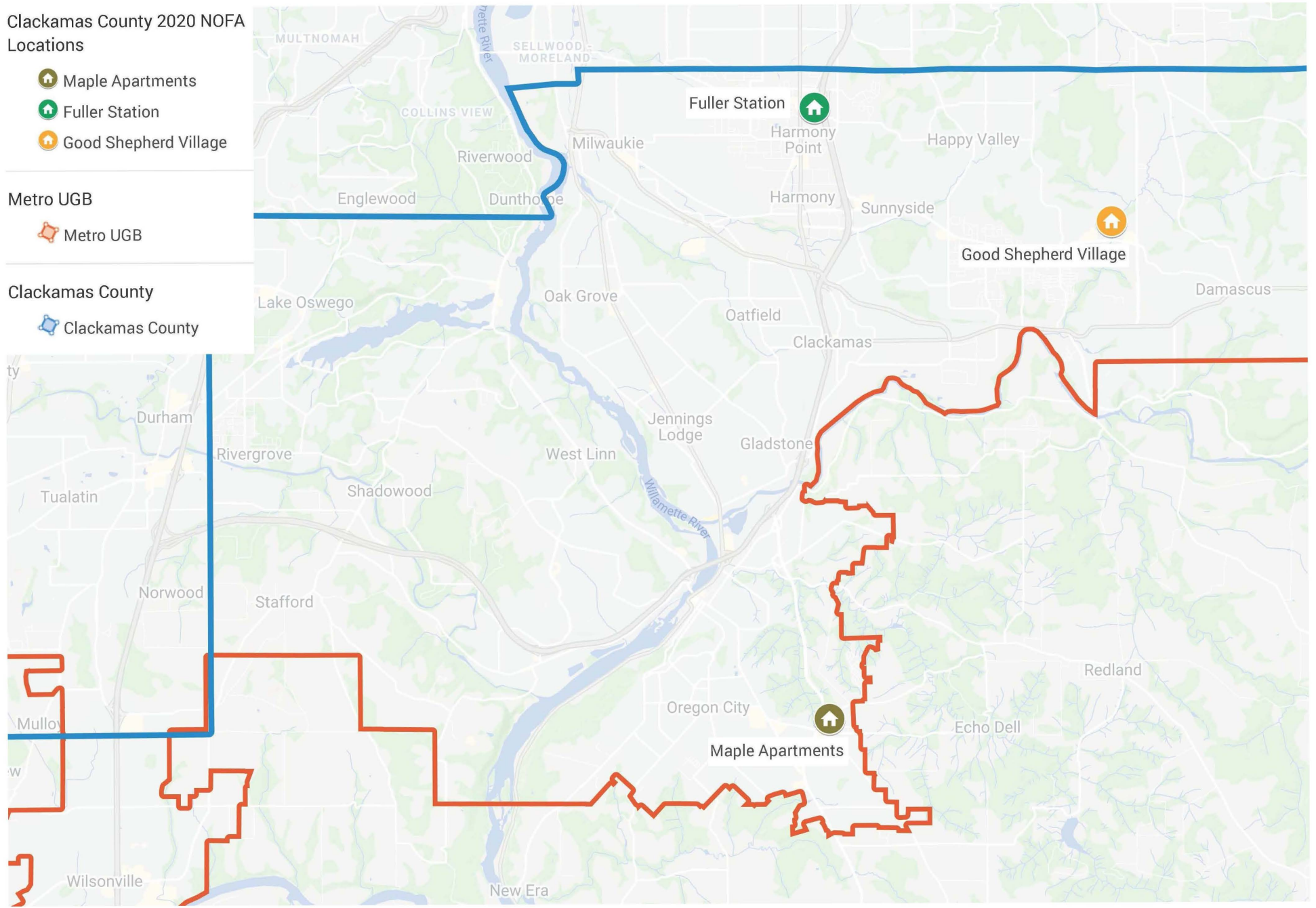
- Maple Apartments
- Fuller Station
- Good Shepherd Village

Metro UGB

- Metro UGB

Clackamas County

- Clackamas County





# Fuller Station Affordable Housing New Construction Narrative

## Concept endorsement

### **Project Overview**

*Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.*

#### Overview:

Fuller Road Station Affordable Housing (“FRS”) is a new construction, transit-oriented, 100% affordable multifamily housing development serving families and individuals with incomes between 30% and 80% of area median income. FRS will serve 25 families and individuals who are homeless or at risk of homelessness, including foster youth exiting or having exited the foster system.

FRS is sited at the TriMet Max Green Line Fuller Road Station Park & Ride. FRS will be within walking distance to the MAX station and ¼ mile from several major bus lines. It will incorporate secure indoor bike parking and a bike wash station, two community rooms including one small shared kitchen, a community laundry room, community garden beds and a community computer lab. It also includes an open air/nature playground, secure package lockers/stalls for incoming deliveries, trash chutes and mixed recycling stations on each floor. FRS will have an electronic MAX train arrival board in the lobby and TriMet will provide low cost transportation passes for the residents.

#### METRO Bond Request:

Our request is for \$10,000,000 in METRO Bond Funds (\$100,000/unit) to be used for development costs and 25 Project Based Section 8 vouchers to benefit low-income residents of FRS.

#### Site Size & Ownership Status:

FRS will be a 100-unit building with a mix of 1, 2- & 3-bedroom units. The total project site size is 2.63 acres. The building footprint will be 129,060 square feet in size and will consist of 6 floors serviced by 2 elevators. Level 1 will be Type I-A construction and levels 2 through 6 will be Type III-B. The floor-to-area ratio will be 1.66. Building height will be 71'-0" to the top of the parapet.

FRS will be owned by Green Line Affordable Development LP (“GLAD”), a newly formed Oregon limited partnership. The General Partner of GLAD is Fuller Affordable Ventures, LLC (“FAV”) a newly created Oregon limited liability company. The tax credit investor will

enter into this structure as a limited partner of GLAD at closing, with a 99.99% ownership interest in GLAD. FAV is managed by Northwest Real Estate Developers LLC (“NRED”), which is wholly-owned by Geller Silvis and Associates Inc. (“GSA”), an Oregon S-Corp and certified Woman Business Enterprise (#12113). Anna Geller is the 100% shareholder and President of GSA. GSA is the prime developer of FRS and will be entering into a Sub-Development Services Agreement with an affiliate of Guardian Real Estate Services (“GRES”), which will serve as the sub-developer of FRS. GSA will oversee the day to day development of FRS. GRES will be involved in regularly scheduled development, construction meetings and material development decisions. Ultimately, GRES will manage the property including the initial lease-up and GSA will coordinate the resident services program with non profit partners, JOIN and DEV NW.

Current Site Use:

TriMet is the current owner of the site and is under contract to sell the site to GLAD (by assignment from NRED), with the sale to be closed concurrently with financial closing. There are no existing buildings on the site. Today, the site serves as an underutilized park and ride for the TriMet Green Line Max Stop 13130. The site is a part of the last remaining Urban Renewal Area for the County. FRS has received a commitment of \$3,300,000 in urban renewal funds from Clackamas County Economic Development toward the development of a new public road south of the building that will provide additional access to other parcels in the neighborhood that the county intends to redevelop, in addition to serving FRS. FRS will be a catalyst development in the neighborhood, providing greater access and opportunities for future redevelopment by both the County and TriMet.

FRS is scheduled to close and begin construction on August 28, 2020.

Financing Structure Summary:

<b>Construction &amp; Permanent Sources</b>		<b>Source %</b>
Construction Loan	\$30,000,000	
Perm Loan	\$14,825,000	31%
4% LIHTC Equity	\$16,841,286	36%
County HOME	\$950,000	2%
OMEF (Multifamily Energy Program)	\$332,381	1%
Metro Bond Request	\$10,000,000	21%
Metro TOD	\$500,000	1%
Early Rental Income	\$437,732	1%
Special Limited Partner Contribution	\$100	0%
Deferred Developer Fee	\$3,336,576	7%
<b>Total Permanent Sources</b>	<b>\$47,223,075</b>	

**Preliminary Development Program**

*Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.*

Planned Development Program:

FRS will be a 100-unit, 100% affordable housing development on a 114,563 square foot site with a structural footprint of 21,065 square feet. Below please find a brief summary of the unit and income mix.

<b>Unit and Income Mix Summary</b>				
AMI	1 BDR	2 BDR	3BDR	Total
30%	12	5	8	25
50%	0	3	4	7
60%	0	7	0	7
60%	0	47	8	55
80%	5	0	0	5
MGR	0	1	0	1
Total by BDR	17	63	20	100

The building will be a 6 story, double elevator-serviced structure with 129,060 square feet of total interior space. There will be 16,483 square feet of open space on the site, with 4,500 square feet dedicated to recreational uses. Total interior residential space will be 97,097 square feet.

FRS will have 83 off-street vehicular parking spaces, with 109 total spaces of on- and off-street spaces available. There will be no commercial uses at FRS.

Key building and site amenities include: walking distance to the MAX station and ¼ mile from major bus lines; secure indoor bike parking with wash station; two community rooms including one small shared kitchen; community laundry room; community garden beds; community computer lab; open air/nature playground; secure package lockers for incoming deliveries; trash chute and mixed recycling stations on each floor; and electronic MAX train arrival board in the lobby.

Unit size ranges are identified in the next section.

*Complete the below table summarizing unit breakdown. Add/delete rows as needed.*

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
1-BDR/ 1 Bath	12	30%	12	704-813 SF	\$495
1-BDR/ 1 Bath	5	80%		662 SF	\$1,320
2-BDR/ 1.75 Bath	5	30%	5	932 SF	\$594
2-BDR/ 1.75 Bath	3	50%		966 SF	\$990
2-BDR/ 1.75 Bath	54	60%		916-987 SF	\$1,188
3-BDR/ 1.75 Bath	8	30%	8	1,268 SF	\$607
3-BDR/ 1.75 Bath	4	50%		1,268 SF	\$1,143
3-BDR/ 1.75 Bath	8	60%		1,268-1,313 SF	\$1,371
TOTAL (includes the 1, 2-BDR manager's unit)	100	53%	25	97,097	\$97,274

Operating Income is based on 2019 LIHTC rents as shown in the OHCS proforma, 2020 FMRs for the project-based vouchers and 2020 energy efficient, multifamily newer utility allowances. Fuller Station has requested from HACC 25 Project-Based Section 8 vouchers to support residents making 30% of area median income or below. Based on 2020 FMRs, the annual income estimated from the Section 8 units is \$328,236.

HACC is recommending Fuller Station Family Housing and the associated funding request of \$10,000,000 and 25 PBVs to Metro for Concept Endorsement.

## **Background**

*Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.*

Selection process: The project was selected through the Housing Authority of Clackamas County (“HACC”) NOFA released January 22, 2020. The NOFA closed April 20, 2020. On June 10, 2020, HACC informed GSA of its decision to recommend the project to Metro for Concept Endorsement.

Site Background: TriMet purchased the site in 2006 as they developed the Green Line Light Rail Line. GSA has a 15-year history of community development in this area and typically searches for infill locations that maximize urban uses and walkability with a focus on racial equity benefits and public transportation access. Land cost is a major determinant of siting affordable housing, which usually occurs far away from services and transportation access. While the underutilized park & ride site was not for sale GSA submitted to TriMet an unsolicited proposal to develop the parcel consistent with the concept features. The site is attractive for many reasons, but first that it is flat and has minimal landscaping, lowering some development costs, which can be very costly in this neighborhood.

GSA saw this site as an ideal one to interweave related opportunities to the area as well as to specifically targeted residents, such as homeless families and foster youth entering emancipation. Future residents can benefit from nearby employment, recreational and educational opportunities within walking distance, or at least within walking distance of excellent transit. Also, GSA found this area’s existing housing to be nearly unavailable to a significant number of individuals with mobility impairments. Most of the existing multi-family housing nearby is built in a breezeway walkup style which typically reduces the number of units available to this vulnerable population. FRS is designed so that any unit can be converted to serve a household with members who may have physical impairments. This flexibility combined with the proximity of services, transportation, and retail contribute to ongoing stability of occupancy, while serving as many diverse families’ needs as feasible.

FRS will be a catalyst project to the neighborhood and will create opportunities for other developments in the area, while bringing to fruition 100 family sized affordable units. The site will be acquired from TriMet at closing, which is projected for the end of August, 2020.

### *Due Diligence & Predevelopment Completion Overview:*

The following due diligence reviews and reports have been completed to date:

- Feasibility & Market Due Diligence
- Phase I
- Geotechnical Study
- Acoustical Study
- Air Quality Study
- Traffic Study
- Surveys and Re-Plat
- Design, and Planning and Zoning Approvals



- Architectural plans and specification – 90% Construction Documents Set
- Permits – submitted to the County
- Construction costing
- Entering negotiations with the General Contractor

**Location and Neighborhood [word limit: 100]**

*Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer’s markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).*

Location: 9608 SE Fuller Road, unincorporated Clackamas County. Site &

Surrounding Zoning: Station Community Mixed Use Zone(SCMU)

Land Uses/Activities:

- North: TriMet Park and Ride.
- East: Green Line MAX station, I-205 Multi-Use Bike Path, I-205.
- South: County’s new East-West “D Street.”
- Southeast: County’s Redevelopment Agency land. Miles Fiberglass will vacate September 2020.
- West: Fuller Road, Best Buy.

- Amenities: Green Line MAX Stop  
I-205 Multi-Use Path/Bike/Nature access path within ¼ mile of the building’s entrance  
Lot Whitcomb Elementary, 0.9 miles away  
Retail, healthcare and social services employment centers along 82<sup>nd</sup> Avenue  
Grocery stores & medical services within a ½ mile:
  - a. Walmart,
  - b. Morrow Brothers, a fresh produce and ethnic foods store
  - c. Trader Joe’s (0.3 miles),
  - d. Legacy Go Health Urgent Care,
  - e. Stanton Optical Eye Clinic,
  - f. Aspen Dental

*Provide an aerial map with key transit and amenity features labeled, along with the site location.*

See attached amenities maps.

**Site [word limit: 300]**

*Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.*

**Site Address:** 9608 SE Fuller Road Happy Valley, OR 97086; Clackamas County;

**Parcel Tax IDs are:** 12 tax lots -- 12E28CB TLs (p.o.) 200, 300, 500, 600, 900, 901, 902, 1000, 2000, 2100, 2200, 2300

**Site Control:** by Purchase and Sale Agreement between TriMet & NRED, LLC.

**Site Purchase Price/Land Appraised Value:** \$1,200,000

**Project Financing**

*Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)*

Estimated Total Development Cost: \$47,223,075

Cost per unit: \$472,230

Cost per gross SF: \$365

Planned Sources		Planned Uses	
Perm Loan	\$14,825,000	Acquisition Costs	\$1,215,000
4% LIHTC Equity	\$16,841,286	Construction Costs	\$32,179,052
County HOME	\$950,000	Development Costs	\$2,505,561
OMEF (MF Energy Program)	\$332,381	General Fees	\$7,761,720
HACC Metro Grant	\$10,000,000	Loan Fees	\$358,200
Metro TOD	\$500,000	Equity and Bond Fees	\$588,005
Early Rental Income	\$437,732	Construction Interest	\$1,509,338
Special Limited Partner Contribution	\$100	Lease Up & Dev Contingency	\$455,090
Deferred Developer Fee	\$3,336,576	Operating Deficit Reserve	\$651,109
<b>Total Permanent Sources</b>	<b>\$47,223,075</b>	<b>Total Uses</b>	<b>\$47,223,075</b>

Local funding contributions/incentives:

- Clackamas County Development Services Agency \$3,300,000 (East-West D Street)
- Clackamas County HOME Funds \$950,000
- Reduced parking requirements to 70%

**Development Team**

*Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.*

<b>Position Name</b>	<b>Staff Person Name/Title or Contracted Firm Name</b>	<b>Years of Relevant Experience</b>
Owner (GLAD)	Anna L. Geller, GSA President; Thomas B. Brenneke, GRES President	28 years 36 years
Grant application writers	Anna Geller & Mariana Crawford	28 and 12 years respectively
Project Developer	GSA, Prime Developer GRES, Subdeveloper	Developing for 27 years & 36 years respectively
Development Consultant	N/A	N/A
Construction Manager	Bob Beauchemin, President, BC Group	17 years
Asset Manager	Debbie Engen, Guardian Management LLC	40+ years
Compliance Manager	Allison Christenson, GRES	40+ years
Architect	Bill Bailey, Partner, Waterleaf Architects	36 years
General Contractor	Alex Coleman, R&H Construction	40 years
Utilities Engineer Analyst	Scott Sinner	22 years
Resident Services	Anna Geller, GSA President	12 years

The developer team has 64+ years of experience between the presidents of both GSA & GRES. The grant application writers have 40 years of combined experience. Detailed team qualifications, including resumes, listings of prior development experience and recently completed projects, as well as current pipelines are located in the Development Team Experience under Attachment 6.

**Community Engagement**

*Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.*

Between 2018 and 2019, GSA held 8 meetings with TriMet regarding the site to discuss density and quality design. TriMet is very invested in this property and interested in recognizing this development as a catalyst to the surrounding Urban Renewal Area that it hopes will sprout in neighboring sites, contributing to an increase in use of the Max Green Line. GSA also conducted the following meetings with partners, as follows:

1. May 1, 2019 - Met with HACC, Jill Smith regarding project-based voucher possibilities and to obtain feedback on local area service providers.
2. May 2, 2019 -Meeting with Margaret Salazar regarding permanent supporting housing potential for FRS.
3. May 6, 2019 – Met with Unite Oregon regarding FRS programming, site and planning.
4. May 6, 2019 – First meeting with JOIN regarding tenant retention services for homeless populations.
5. May 14, 2019 – Meeting with Oregon Food Bank staff to present FRS.
6. May 20, 2019 – Toured with IRCO staff through all three existing projects developed and

operated by GSA in Clackamas County to provide an idea what FRS would be like; to obtain feedback on initial community area design drawings at FRS and to present concepts for classroom space for IRCO's multilingual parenting classes.

7. July 11, 2019 – Held presentation with drawings and exhibits at GSA-operated Summer Food Program for all attendees, including Q and A session.
8. July 14, 2019 – Met with Dan Chandler, Assistant County Administrator, at the FRS site and discussed his thoughts on what was needed at the site, and the status of our planning.

Once sketch plans were completed, GSA held formal and informal engagements with potential residents, community members, service providers and public and civic organizations, to gain insights as to the needs of the most vulnerable in our community.

Key themes of needs and wants arose from these meetings: affordability, housing for families, access to employment and skills development and safety.

Key requested features, now included at FRS, were green spaces for children, accessibility, places that exude respect, self-efficacy and dignity in support of community building, educational opportunities to escape poverty, youth services, access to nutrition and food, building common ground to relate to neighbors and make friends.

GSA has frequent contact with residents, neighbors and its long-term outreach partner, the North Clackamas School District. These meetings provided helpful guidance through several of GSA's special events and has led to some of GSA's most successful accomplishments – amenities that will be well used and appreciated by residents such as locked bike storage, irrigated community gardens with equipment, tools and garden shed and a natural playground.

GSA also held 3 formal presentations at each of its existing Clackamas County developments, conducted during the planning and design phases of FRS. GSA gathered valuable resident and neighborhood input and passed out community surveys to determine necessity of each planned or considered amenity. GSA regularly asks its residents to fill out satisfaction surveys and provide input as to their current and anticipated needs.

Additionally, GSA regularly hosts resident outreach programs that are open to the neighborhood and advertised to the entire community via multi-lingual flyers. Each summer (pre-COVID) GSA plans and hosts Harvest Share, a free food market, provided in collaboration with a local church, the Oregon Food Bank and GSA summer staff. GSA consistently hires 12-15 bi-lingual staff, typically recruiting from the local high school or community college. Additionally, it provides space and staff for a Free Food Market led by the Oregon Food Bank. For the past 5 years GSA, in collaboration with the Food Bank, sets up a weekly farmer's market-like space for the community and residents. GSA widely advertises the program at all its buildings and throughout the neighborhood. Diverse, multilingual families of varied ethnic backgrounds attend to pick up free fresh fruits and vegetables along with shelf stable milk and bread. It is not unusual to have daily attendance of more than 500 people in the span of a few hours. Many families line up well in advance of opening, which has created time for GSA to discuss FRS with the community. While attendance is multi-ethnic, Spanish speaking turnout runs about 40% of total attendees. As GSA engages with attendees and their children, it learns about the current daily worries, struggles and needs of some of the most vulnerable families.

*Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under “advancing racial equity.” This section is focused on engagement to inform the goals, vision, design, or programming of the project.*

### **Advancing Racial Equity**

*Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:*

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*

**Outreach Strategies for Affirmative Marketing:** Three other properties developed and operated by GSA are within one mile of FRS. We’ve learned from neighbors and residents that many have been turned away from leasing apartments in the area, which provide few large units. Primary anecdotal reports for denials are: racism against people of color; household size in relation to the number of children; and language barriers with property management staff. FRS’ leasing activities rely on the commitment to affirmatively further fair housing.

Guardian Real Estate Services’ marketing outreach will be to engage with communities of color, organizations servicing people with disabilities and marginalized communities such as non-native English speakers through public, civic and religious organizations in the area, frequented by those least likely to apply. For example, there are many service providers, public, community and civic organizations that meet the needs of immigrant families, minorities, people with disabilities and families with children.

GLAD has entered into a MOU with Dev NW and JOIN. Dev NW is an organization that serves youth exiting the foster care system. JOIN serves houseless individuals and families in Clackamas County. Guardian’s marketing team will work closely with these organizations through the low barrier screening criteria included in each of the MOUs. In addition to the low barrier criteria, the lease-up plan is specific as to how adverse credit, rental, and legal histories and very limited income are to be evaluated to screen people *into* the building. The leasing plan details working with CHA and the County’s systems to appropriately lease up the 25 PBV units, with a focus on long term stability of the families and individuals.

At least one month before we begin the pre-leasing process, we will reach out to the organizations serving underserved populations in the local community, and market the property, networking with them and making sure their clients are informed of the new housing opportunity.

Applicants and residents will be provided with linguistically appropriate communications. Site management and staff will be trained in understanding FRS’s population focus, fair housing policies, diversity, equity, inclusion and essential anti-racist perspectives and behaviors. FRS ownership and property management will make every effort to hire staff and vendors representative of the FRS projected resident community. FRS and GRES will conduct annual assessments to gauge the efficacy of the marketing and outreach strategies, along with the screening and lease up processes. GSA will engage persons of color to learn the quality of their intake experience at the property and their observations regarding barriers or other obstacles. Reviews will be conducted and adjustments will be made from time to time, to better reach the target populations, including persons of color. Staff of varying cultural and linguistic roots help GSA to ensure equitable access will be the norm.

Through its four years of planning and vetting, FRS has been at the forefront of leading with racial equity in the following ways:

1. consistent history of community engagement programs that reach diverse groups within the County;
2. locating this development within walking distance from MAX transit and a recreational/commuter bike path, grocery stores, schools, medical facilities, and a myriad of other community supports and services;
3. thoughtfully considered and vetted low barrier tenant screening and marketing plans that focus on the pressing needs of homeless families with children and diverse communities in the County;
4. resident and supportive services that have been sensibly planned and meet the needs of the most vulnerable populations, and
5. a detailed plan to achieve at least 20% COBID certified subcontractor participation and 20% COBID certified professional services participation. For more detail, please see Equity Plan in Attachment 7.B.

FRS meets the needs of marginalized populations. The unit mix meets the unmet needs of communities of color, large families with children, multigenerational, homeless families that may have been or are at risk of separation due to impending homelessness, or groups of people that present themselves as families. Our working definition of “family” is: any group of people that present together and identify themselves as a family, regardless of age or relationship or other factors, are considered to be a family and must be served together as such. Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether a member of the household has a disability. Additionally, our definition of “family member” is: any member of a household as defined or identified by the household, and is not limited to persons related by birth, adoption, or marriage. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

FRS is designed as a community of opportunity. Its focus is pragmatic, concerned with building a positive and resilient community. The housing units are the shell and shelter focused on the needs of its future residents, crafted with care to elevate and preserve dignity in the lives of its occupants.

This project will be the culmination of a tri party public-private partnership between the developers, TriMet and both METRO and the County, through HACC, Economic Development and other branches of County government. It actively leads with racial equity to rectify the well documented historical legacy of disenfranchising people of color in the County. High density development, like the subject, that are transit oriented, contribute to parking reduction and reduced reliance on single-occupant vehicle use, and access to services that enrich the lives of those in need cannot happen if not for the vision, drive and commitment of those who keenly understand personally and professionally what a difference these units will make in the lives of the future residents, the neighborhood, and this unincorporated area of the County.

- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*

As HACC recognized in the NOFA literature, the housing stock in the County is focused on smaller units, leaving families with 2 or more children or multigenerational families out of the market. Thus, larger families face higher barriers to housing, as do people with disabilities. Further, people with disabilities that have a support animal are targets for fair housing discrimination or potential harassment by uninformed landlords. As evidenced by its design

and programming, the building is physically ideal to accommodate 82 families. The design meets ADA requirements and all units are adaptable for residents with a disability. FRS has 5 units that are Section 504 accessible for people with a physical impairment, and 2 units target people with sensory impairments. In addition, FRS has 2 elevators and all the units have been designed to be accessible through wider doorways and walk throughs and floor area turnarounds. FRS has 25% of the affordable units targeting permanent supportive housing for homeless households.

FRS has executed MOUs with JOIN (15 units) and Dev NW (7, up to 10 units, or more). FRS has a draft MOU with the Continuum of Care that has been agreed upon in principle by both parties, which provides for the remaining 3 units not spelled out in the MOUs with JOIN and Dev NW. FRS's permanent supportive housing program is built with flexibility in mind, given that population categorizations are fluid. Both Dev NW and JOIN serve homeless populations, including foster youth who have recently exited or are in the process of exiting the system. Homelessness disintegrates families, displacing individuals through more distant networks, foster care, and for a limited time, friends and distant relatives. Thus, the needs of homeless families with children is often underreported, with many families broken up by the time individuals reach out for social services. The need to combat homelessness in general is well documented, and in the County is a direct result of lack of affordability and a short supply of family units. Foster youth may be one of the hardest to house groups, not least because there is limited funding for this often-unseen population. Though Oregon invests considerably in fostering children, without stable housing for transition out of the system, that investment can be lost. Traumatic transitions to adulthood can, and often do, scar the individuals in many ways. According to USC's Homelessness Policy Research Institute the psychological effects of homelessness on young, still developing brains can have life-long and life changing deleterious effects on an individual<sup>1</sup>. FRS will provide the housing and supports necessary for youth in transition from an institutionalized system to adulthood, in an environment that is safe, clean, and supportive. FRS has executed and MOU with Dev NW and hopes to exceed the MOU's targets as this property comes online.

For the 25 Project-Based Section 8 Vouchers specifically, FRS will work productively to fill those units from the County's Coordinated Housing Access (CHA) system in collaboration with the HACC's waitlist process.

FRS has been in the predevelopment stage for 18+ months. Through consistent vetting with service providers, vendors, lenders, investors and the development team, FRS' framework has been to provide permanent supportive housing in a mixed population setting.

- *Strategies to include economic opportunities for people of color(e.g., MWESB/COBID participation and workforce diversity)*

### **Partnerships and Services**

*Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.*

FRS and its partners are committed to actively targeting and addressing equity, inclusion, and racial disparities for residents, staff, and the community. If English is not the household language, property management will make every effort to find ways to communicate to those

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<sup>1</sup>[socialinnovation.usc.edu](http://socialinnovation.usc.edu)

renters in their first language. Please also refer to our inclusionary marketing and leasing plan discussed above.

FRS has selected its partners with a focus on depth of expertise in addressing individual and family needs effectively, to end cycles of homelessness and poverty and create the support for all members of the family to thrive. In 2016, JOIN identified becoming an anti-racist organization as a new strategic goal. Since then, it has diversified staff to reflect the communities they serve more accurately. Its retention team offers bi-lingual and bi-cultural services in Spanish and relates more effectively with clients. JOIN monitors placement and retention numbers, adjusting services and strategies to be more culturally relevant, and partnering with culturally specific agencies, to address racial disparities on the street as well as the unique ways in which communities of color experience homelessness. It actively solicits feedback from clients as well as partner agencies with a focus on the cultural relevance of services. Dev NW's services, including case management, are available in English and Spanish. Clients are informed the services offered, and their delivery, can be reasonably modified at any time to meet their needs. The youth placement program uses a housing-first model and had very minimal barriers to entry. Case workers work with clients to overcome rental history or criminal histories that present challenges to identifying adequate housing. Staff are trained in fair housing law, which helps to ensure clients don't face discrimination in housing.

To date, FRS' supportive services are designed as a collaborative process between GSA, the resident services provider, asset management, GRES and supportive services providers. GSA, will meet regularly throughout the year with its MOU partners and assess how effective to residents are the resident and supportive services; what other supports are needed on and off site for their work to be delivered responsively, and any adaptations that may need to be made. Gathering feedback regularly from those closest to the residents will inform timely planning efforts, services designs and adjustments as well as insuring intense and effective collaboration for seamless, individualized delivery of both resident and supportive services. In addition to the resident services planned formally through NCSD, Summer Food, Harvest Share, or more ad hoc through IRCO's parenting classes, Dev NW's asset building, budgeting and IDAs, FRS is leveraging the expertise and partnership networks of our supportive services providers. This opens relationships with the following groups: CSC, County's Continuum of Care, DHS, the Juvenile Dept., OYA, OHP, SNAP, WorkSource, NARA, Urban League of Portland and El Programa Hispano.

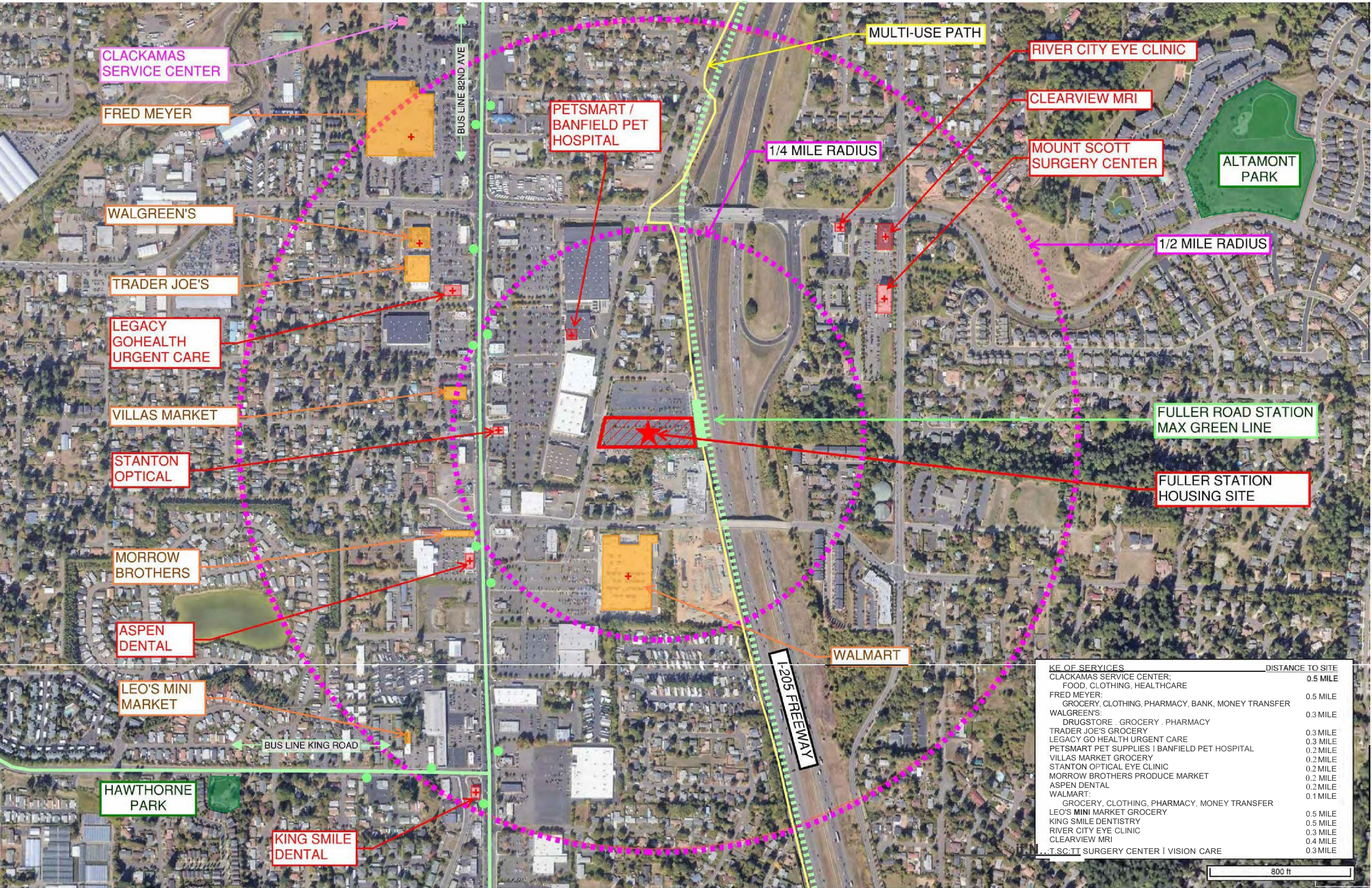
### **Anticipated Timeline**

*Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.*

The Metro Bond funding is the last public source needed for FRS' capital stack. As soon as concept approval is granted, the development team is prepared to move full speed ahead toward financing closing. Construction plans are 90% complete and all zoning approvals have been obtained. Permits have been applied for December 2019. We are currently mobilizing our design and construction teams toward a closing date of August 27, 2020, and construction start of August 28, 2020.

See attached development timeline.





CLACKAMAS SERVICE CENTER

FRED MEYER

WALGREEN'S

TRADER JOE'S

LEGACY GOHEALTH URGENT CARE

VILLAS MARKET

STANTON OPTICAL

MORROW BROTHERS

ASPEN DENTAL

LEO'S MINI MARKET

HAWTHORNE PARK

KING SMILE DENTAL

PETSMART / BANFIELD PET HOSPITAL

MULTI-USE PATH

RIVER CITY EYE CLINIC

CLEARVIEW MRI

MOUNT SCOTT SURGERY CENTER

ALTAMONT PARK

1/4 MILE RADIUS

1/2 MILE RADIUS

FULLER ROAD STATION MAX GREEN LINE

FULLER STATION HOUSING SITE

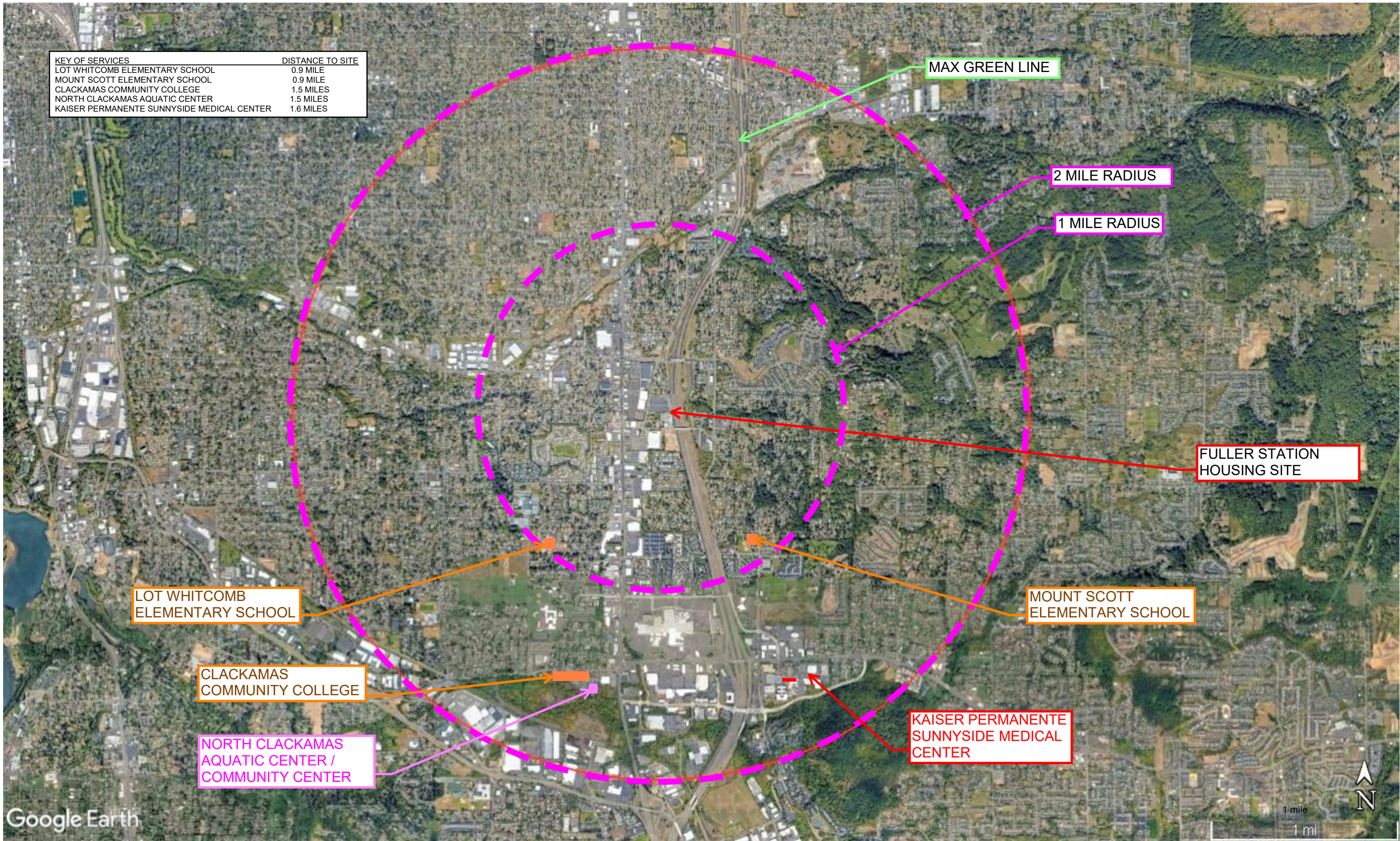
I-205 FREEWAY

WALMART

KEY OF SERVICES	DISTANCE TO SITE
CLACKAMAS SERVICE CENTER; FOOD, CLOTHING, HEALTHCARE	0.5 MILE
FRED MEYER; GROCERY, CLOTHING, PHARMACY, BANK, MONEY TRANSFER	0.5 MILE
WALGREEN'S; DRUGSTORE, GROCERY, PHARMACY	0.3 MILE
TRADER JOE'S GROCERY	0.3 MILE
LEGACY GO HEALTH URGENT CARE	0.3 MILE
PETSMART PET SUPPLIES   BANFIELD PET HOSPITAL	0.2 MILE
VILLAS MARKET GROCERY	0.2 MILE
STANTON OPTICAL EYE CLINIC	0.2 MILE
MORROW BROTHERS PRODUCE MARKET	0.2 MILE
ASPEN DENTAL	0.2 MILE
WALMART; GROCERY, CLOTHING, PHARMACY, MONEY TRANSFER	0.1 MILE
LEO'S MINI MARKET GROCERY	0.5 MILE
KING SMILE DENTISTRY	0.5 MILE
RIVER CITY EYE CLINIC	0.3 MILE
CLEARVIEW MRI	0.4 MILE
MOUNT SCOTT SURGERY CENTER   VISION CARE	0.3 MILE

800 ft

KEY OF SERVICES	DISTANCE TO SITE
LOT WHITCOMB ELEMENTARY SCHOOL	0.9 MILE
MOUNT SCOTT ELEMENTARY SCHOOL	0.9 MILE
CLACKAMAS COMMUNITY COLLEGE	1.5 MILES
NORTH CLACKAMAS AQUATIC CENTER	1.5 MILES
KAISER PERMANENTE SUNNYSIDE MEDICAL CENTER	1.6 MILES



LOT WHITCOMB  
ELEMENTARY SCHOOL

CLACKAMAS  
COMMUNITY COLLEGE

NORTH CLACKAMAS  
AQUATIC CENTER /  
COMMUNITY CENTER

MOUNT SCOTT  
ELEMENTARY SCHOOL

KAISER PERMANENTE  
SUNNYSIDE MEDICAL  
CENTER

FULLER STATION  
HOUSING SITE

MAX GREEN LINE

2 MILE RADIUS

1 MILE RADIUS

## **FORM E – PROPOSED PROJECT SCHEDULE**

Project Name: Fuller Road Station Family Housing      Schedule Prepared Date: April 14, 2020

Activity	Proposed Date (month/year)*	Revised Date (month/year)*	Completed Date (month/year)*
<b>SITE</b>			
Option/Contract executed			Oct 5, 2018
Site Acquisition	Aug 27 2020		
Zoning Approval			Sept 5, 2019
Site Analysis			Dec 5, 2018
Building Permits & Fees	April 27, 2020		Dec 4, 2019*
Off-Site Improvements	Aug 28, 2020		
<b>PRE-DEVELOPMENT</b>			
Plans Completed	April 2, 2020		
Final Bids	July 7, 2020		
Contractor Selected			November 2019
<b>FINANCING</b>			
<b>Construction Loan:</b>			
Proposal	April 13, 2020		
Firm Commitment	May 5, 2020		
Closing/Funding of Loan	Aug 27, 2020		
<b>Permanent Loan:</b>			
Proposal	April 13, 2020		
Firm Commitment	June 5, 2020		
Closing/Funding of Loan	Feb 1, 2022		
<b>DEVELOPMENT</b>			
Syndication/Partnership Agreement (LIHTC)	Aug 27, 2020		
Construction Begins	Aug 28, 2020		
Construction Completed	Oct 1, 2021		
Certificate of Occupancy	Oct 1, 2021		
<b>MARKETING</b>			
Lease Up Begins	Aug 1, 2021		
Lease Up Completed	Jan 1, 2022		
Absorption (units per month)	33.33 units	*Submitted Permit Set to County	



# Good Shepherd Village New Construction Narrative

## Concept endorsement

### Project Overview

*Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.*

In 2012, the Brockamp Family donated 11 acres in Happy Valley to Catholic Charities of Oregon (CCO) with the intent that the land would be developed as affordable housing. The \$18,330,000 requested from Metro provides a great opportunity to fulfill this dream. The property offers a beautiful four-acre natural area in the northeast part of the site, focusing development to approximately seven acres. As the affordable housing arm of CCO, Caritas Community Housing Corporation plans to develop 141 affordable units on the property, referred to as Good Shepherd Village (Good Shepherd Village LLC is also the name of the entity created by CCO to hold this real estate asset), which will be the first Affordable Housing development in the City of Happy Valley. The property currently holds one single-family home utilized by the Brockamp Family, which will be removed as part of the development (the Brockamp Family will have a designated unit in the new development, in addition to the noted 141 affordable units).

The project meets Clackamas County’s financing priorities through efficient and appropriate use of funds by leveraging Bond sources with significant 4% LIHTC equity, private financing and grants, OHCS Multifamily Energy Program grants, donated land, as well as city development bonuses and fee waivers. Further, while the developer fee is within OHCS and Bond guidelines to maximize eligible LIHTC basis and equity, a significant portion will be contributed back to the development sources in the form of a Sponsor Loan contribution.

### Preliminary Development Program

*Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.*

*Complete the below table summarizing unit breakdown. Add/delete rows as needed.* Caritas Community Housing Corporation plans to develop 141 affordable units on the property. The three-bedroom units and several of the two-bedroom units will be focused in two smaller, three-story buildings each surrounding a small courtyard. A third, four-story building will house all of the studios, one-bedrooms, and remaining two-bedrooms, as well as secure bike parking, laundry facilities, a community room, and office space for resident and supportive services. In total, the buildings are expected to be 127,610 SF, with 24,500 SF of open space/common area. There will be no non-residential areas within

the development – all common areas and office spaces will support residents. The site will include on-site parking (both off-street and on-street) and outdoor gathering and play areas. The design incorporates trauma-informed design principles, universal design, and sustainable design elements that will meet Earth Advantage Certification goals.

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
Studio	8	30%	8	400	\$483
Studio	4	60%	0	400	\$967
1-bed	22	30%	12	550	\$518
1-bed	28	60%	0	550	\$1036
2-bed	19	30%	5	850	\$621
2-bed	41	60%	0	850	\$1243
3-bed	9	30%	5	1080	\$718
3-bed	10	60%	0	1080	\$1437
Brockamp Unit	1	N/A	0	1080	\$0
<b>Total</b>	<b>142</b>		<b>30</b>		

### Background

*Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.*

Catholic Charities of Oregon (CCO) received the project site, located at 12596 SE 162nd Avenue, Happy Valley, OR 97086, as a donation in 2012 from the Brockamp Family and created Good Shepherd Village LLC as the entity to hold this real estate asset. As the housing arm of CCO, Caritas Community Housing Corporation will be the sponsor and developer of the project. The attached Bill of Sale and Bargain and Sale Deed reflect this.

Although the site will require a rezone in order to develop the proposed project, the new zone is consistent with the city’s Comprehensive Plan for the property. To date, the development team has already held a Pre-Application meeting with the City of Happy Valley and had a follow-up meeting with City Planners to discuss timeline and process related to the required rezone in anticipation of this funding application. The attached letter from the Planning Manager, Joseph Briglio, outlines the process and timeline for the rezone and expresses alignment with the proposed new zone with City plans. The team has an existing site survey that we plan to update after award and have also reviewed and discussed relevant design standards for the City of Happy Valley which are considered in the proposal.

Additionally, with the assistance of our planning consultant, OTAK, and development consultant, HDC, we have done a preliminary review of the National Wetlands Inventory and Local Wetlands Inventory, and received input from a civil engineer water, sanitary, and grading of the site.

Lastly, the team has started to procure proposals for additional due diligence and pre-development activity in anticipation of a funding award.

### Location and Neighborhood [word limit: 100]

Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer's markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).

Provide an aerial map with key transit and amenity features labeled, along with the site location.

Immediately adjacent lots are all mixed-use residential in the Rock Creek Area Comprehensive Plan designations, with a current zoning a mix low-density (R-10) up to high-density residential (MUR-A). Adjacent uses are residential (mix of single-family and several new planned developments with a mix of single- and multi-family development). The proximity map below provides an overview of some of the nearby amenities and services, including:

- » **Public Transit:** within ¼ mile and less than 1 mile
- » **Grocery and Drug Store:** two grocery stores and a pharmacy within ¼ mile.
- » **Medical Services and Library:** Providence Clinic within ½ mile and Public Library within 1 mile.
- » **Public Schools:** two public elementary schools within 1 mile.
- » **Parks and Recreation Areas:** multiple parks and recreation areas for public access within ¼ mile of the site

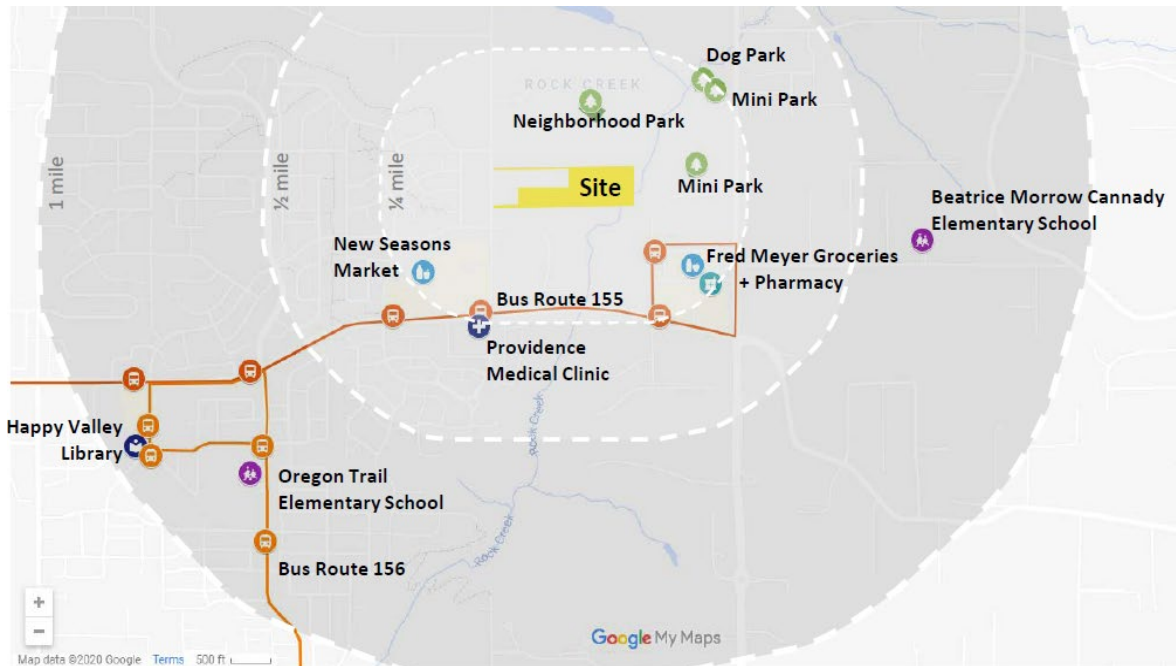


Figure 1: Site Location and Proximity Map

**Site [word limit: 300]**

*Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.*

Catholic Charities of Oregon (CCO) received the 11 acre project site, located at 12596 SE 162nd Avenue, Happy Valley, OR 97086, (tax lot 23E06BB00300) as a donation in 2012 from the Brockamp Family. CCO created Good Shepherd Village LLC as the entity to hold this real estate asset. As the housing arm of CCO, Caritas Community Housing Corporation will be the sponsor and developer of the project. The attached Bill of Sale and Bargain and Sale Deed reflect this.

Although the site will require a rezone in order to develop the proposed project, the new zone is consistent with the city's Comprehensive Plan for the property. The attached letter from the Planning Manager, Joseph Briglio, outlines the process and timeline for the rezone and expresses alignment with the proposed new zone with City plans. The site currently holds a single-family home that will be removed ahead of construction of the proposed project. The home currently is used by the Brockamp Family, and per the agreement with the family, the new development will provide one unit for use by the family.

**Project Financing**

*Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)*

Total Development Cost: \$53,902,667

Cost Per Unit: \$379,596

Cost per gross SF: \$422.40

*See attached Pro Forma for sources and uses*

The project meets Metro financing priorities through efficient and appropriate use of funds by leveraging Bond sources with significant 4% LIHTC equity, private financing and grants, OHCS Multifamily Energy Program grants, donated land, as well as city development bonuses and fee waivers (parking is expected to meet City of Happy Valley codes and we have prioritized other development bonuses which have greater potential impact to the development costs).

**Development Team**

*Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.*

### Caritas Housing + Catholic Charities of Oregon

As the housing arm of Catholic Charities of Oregon (CCO), Caritas Housing began working in 1998 to acquire, develop, rehabilitate, and manage permanent affordable housing for those in need of a home across the state. This now includes over 800 units of affordable housing across 20 properties statewide and nearly 200 units within Clackamas County. CCO also has a great breadth of direct service experience. In addition to providing services to residents at Good Shepherd once completed, we have the benefit of having housing and homeless services staff as well as residents, clients, and program graduates available to provide input on the project throughout the design and development process in order to ensure residents needs are thoughtfully considered and integrated all along the way.

Caritas' Housing Team has decades of collective affordable housing development and management experience in addition to backgrounds in construction management, design, and city planning. Caritas has successfully acquired, developed, and operated properties using a wide variety of affordable housing finance sources, including (but not limited to): LIHTC, HOME, CDBG, USDA Rural Development financing, HUD Section 811, and more. Additionally, Caritas has experience developing and operating properties utilizing referrals from Coordinated Access programs in Clackamas County and elsewhere, and with rent subsidy programs, including tenant- and project-based Section 8, VASH, and USDA Rural Development.

### Housing Development Center

Caritas has partnered with the Housing Development Center (HDC) to provide support throughout the project, starting with feasibility analysis in 2017, continuing through financing, construction, and lease up. HDC has been providing technical expertise to affordable housing developers since 1993 – helping create and preserve over 7,000 affordable homes since then, including Caritas' recent rehabilitation and expansion of the Molalla Gardens property.

### MWA Architects

MWA brings over 30 years of experience and strong expertise in multi-family affordable housing design. The project team has a strong people-first focus in their designs, with experience working on affordable housing developments in jurisdictions across the Pacific Northwest. Flexibility in design is a critical component to exploring the feasibility and programming of a project. MWA's experience navigating project variables through a variety of affordable housing projects gives them a solid base of knowledge related to design, materials, maintenance, and durability and the appropriate balance between each of these.

### WALSH Construction

Formed in Portland in 1961 and incorporated in 1974, WALSH has earned a solid reputation based on fair business practices, safety, teamwork and cooperative problem-solving. Through 58+ years of experience with wood-frame construction, WALSH has determined how systems, materials and construction practices can provide a high degree of value to building owners, specifically non-profit organizations providing housing for low-income residents. Proper construction and diligent communication, with attention to details, are critical. Throughout their history, WALSH has partnered with local organizations to build and



renovate affordable housing in the Pacific Northwest. Their affordable housing experience covers a wide range of project types and locations throughout Oregon and Washington. WALSH is passionate about affordable housing - having built over 30,000 units in partnership with over 35 different non-profit housing organizations throughout the Northwest. WALSH has experience with, and is prepared to meet, the requirements specific to LIHTC, Bond, and other types of funding, as well as prevailing wage requirements anticipated for this project. Their extensive experience working on projects through LIHTC and other State and Federal tax credit programs allows for strategic collaboration with the rest of the project team to efficiently utilize state and federal credits.

### Quantum Residential

Quantum Residential has been managing affordable communities throughout Oregon for 30 years. Quantum currently works with 6 different housing authorities (including HACC and Home Forward) and numerous non-profits which encompass a broad spectrum of affordable programs. This includes but is not limited to local funding, PBV subsidy, and LIHTC.

Quantum's experience also includes over 20 years managing properties with Permanent Supportive Housing units, as well as over 30 years of experience of managing properties with multiple layers of funding and compliance requirements.

### Community Engagement

*Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.*

*Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under "advancing racial equity." This section is focused on engagement to inform the goals, vision, design, or programming of the project.*

Caritas greatly values incorporating engagement and input from the community as well as populations that reflect the intended residents of a development. As such, this will be a key step as the project progresses and as we refine the site plan and unit and building designs. Already, the unit mix, amenities, services, and target populations have been informed by feedback from residents and management of Caritas' existing properties and from our ongoing partnership with El Programa Hispano. Caritas' existing properties, including Molalla Gardens and Sandy Vista (both in Clackamas County) include populations that are similar in income, family composition, and cultural background to target populations for Good Shepherd Village. In addition, Caritas has an existing referral agreement with El Programa Hispano at Molalla Gardens and other properties for survivors of Domestic Violence, which has also helped inform project plans at Good Shepherd Village.

Additionally, we are actively working with Portland State University students from the Masters' of Urban and Regional Planning program on a project which includes engagement with current Caritas Housing residents, program graduates, and others that

represent the populations that we plan to serve through this development. Their findings will provide a strong foundation for future refinement of the design.

For further outreach, we plan to coordinate with Catholic Charities' service programs and our culturally-specific project partners such as APANO and El Programa Hispano to conduct outreach and engagement specific to the design of this project. This will include at least one event/meeting for the design team to collect input and feedback on the design of the project.

We also plan to engage the surrounding community and neighbors early on for this development. This will include at least one open house for community members to learn about the project and provide feedback that will be incorporated as the project progresses. Examples of this on other Caritas projects have included door-to-door outreach with adjacent neighbors to raise awareness of Caritas/Catholic Charities and the planned project as well as related opportunities for input, open houses, small-group meetings with neighborhood groups and stakeholders to discuss specific topics, and regular updates via e-mail. Thus far, we have had several meetings with City Planners to understand both City requirements as well as learn about feedback from the nearby community for similar projects. This feedback from the community has been strongly considered in the early conceptual design presented in this application.

### **Advancing Racial Equity**

*Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:*

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*
- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*
- *Strategies to include economic opportunities for people of color (e.g., MWESB/COBID participation and workforce diversity)*

Catholic Charities of Oregon is called by a tradition of social justice to the work of equity and inclusion. CCO, inclusive of Caritas Housing, works to advance equity for immigrants, refugees, and people who are homeless and vulnerable, with a special emphasis on those who are not served by other providers. Good Shepherd Village will serve target populations with a broad range of needs based on our analysis of people living and/or working in Happy Valley. Priority populations include Communities of Color, particularly Asian and Hispanic/Latino households; Low- and extremely low-income households, including households who have experienced or are at risk of homelessness; Seniors; Veterans; and Families.

As with the region and state, Communities of Color are more likely than their white counterparts to experience poverty and homeless. While the Clackamas County Housing Needs Analysis notes, "Happy Valley... [is] more racially diverse... compared to the State and County average," including an Asian population which represents just over 18% of the

overall population in Happy Valley, more than 50% of people experiencing poverty in Happy Valley are Asian. Further, nearly 6% of Happy Valley's population identifies as mixed-race (two or more races) and nearly 5% identify as Hispanic or Latino, the second largest Community of Color experiencing poverty. We have focused our partnerships to complement Caritas/Catholic Charities' areas of expertise and to align with the areas of need. This includes partnerships with Asian Pacific American Network of Oregon (APANO) and El Programa Hispano for outreach and engagement, lease-up, and services for residents. In addition to this, Good Shepherd Village will be the first Affordable Housing development within the City of Happy Valley, providing an important first step in providing affordable housing in an area that desperately needs it, while also creating an opportunity to provide stable housing in an amenity rich area for those that are most often displaced at a more rapid rate.

The Property Manager for Good Shepherd Village, Quantum Residential, brings over 30 years of experience managing properties, many of which focus on the priority populations for Good Shepherd Village. It is standard practice at Caritas' properties to conduct low-barrier screening in order to minimize challenges to access affordable housing. This baseline goal is adjusted to be appropriate for the target populations for each property. We know Communities of Color experience a vast array of barriers to accessing housing, including high and numerous rental application fees, lack of Social Security Numbers (SSN)/Cards, and/or limited rental and credit history, especially for new immigrants. While the screening criteria will not be formalized until after funding is committed, we will work closely with Quantum to be responsive to these types of barriers while acknowledging the important element of setting a clear and consistently applied policy to override the screening criteria. For example, criteria areas that will be assessed for the override policy include rental and criminal history reviews as well as income-to-rent requirements. Additionally, credit score minimums are never a factor in our lease-up processes, we are able to accept alternative forms of identification besides SSN, and as we have at other properties, we will work with partners to establish application fee assistance for their clients and referrals. We will also invite input from our project partners on ways to make screening criteria and leasing processes more approachable and responsive to Communities of Color and the barriers they face. Quantum also values reaching communities that historically have experienced barriers to accessing housing such as Communities of Color. This expertise will be key in our marketing and lease-up plan, as well as in ongoing management of the property. Quantum is committed to attaining these goals through the following:

- Working with resident services to help facilitate a farther and broader reach.
- Working with local culturally-specific organizations, including El Programa Hispano and APANO
- Working with the local VA and DHS offices for marketing and lease-up

In addition to Caritas' partnership with El Programa Hispano, APANO, the VA, and DHS for engagement and lease-up activities, we anticipate leveraging partnerships with local parishes for additional outreach to target communities. In particular, Our Lady of Lavang Parish has a predominantly Vietnamese congregation and is preparing to relocate from their current Portland property to the former site of the New Hope Community Church in Happy Valley, close to the Good Shepherd Village property.

Caritas has a firm commitment to supporting historically marginalized communities through our projects – this includes the workforce that is a part of making a concept become reality. We encourage our entire team to take seriously the goals of supporting minority- and women-owned businesses as well as emerging small businesses, as well as supporting and promoting a diverse workforce in their own industries and teams whenever possible. This is reflected in the successful outcomes from the St. Francis Park Apartments, which had the same project team as Good Shepherd Village – MWA Architects, WALSH, and Caritas/Catholic Charities. The project met or exceeded all workforce and MWESB/COBID goals and we are excited to apply these successes and lessons to Good Shepherd Village. While we expect differences between Good Shepherd Village and St. Francis Park Apartments due to the location, project scope, and associated subcontracting details, we are confident that we will meet all of the NOFA’s workforce and contracting equity goals, and we are committed to continuing to build partnerships and strategies that will allow us to exceed the targets. We already expect to surpass COBID-certified participation for professional services and are currently projecting to obtain at least a 25% participation rate. For COBID-certified subcontractor participation, WALSH anticipates several opportunities to increase participation beyond the NOFA goals, thanks to the mix in scale of buildings (with two smaller-scale 18-unit buildings and one larger 106 unit building), as well as the variety of site work that will need to occur on the large site, amongst other opportunities. Additionally, the team is committed to working with the local workforce board, Clackamas Workforce Partnership, to set local workforce goals and commitments.

### **Partnerships and Services**

*Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.*

Caritas and Catholic Charities approach resident services differently at each of our properties according to the population, geography, and other needs of each property’s residents. As noted above, we plan to have a particular focus on reaching the Asian and Hispanic/Latino communities for this property as well as Seniors, Veterans, and people that have experienced homelessness. The RSC for the property will similarly focus on providing services that are reflective of these communities’ needs. Caritas also works closely with property management to hire on-site staff who are representative of and/or can connect with the resident population. Although the exact services will be refined and adjusted based on actual resident needs, examples from other properties with a similar mix of priority populations include:

- **Immigrant and Refugee Communities:** English language classes have been particularly beneficial for residents of properties where English is not residents’ first language -- especially for immigrant and refugee parents whose children are learning English in school, but the parents would not otherwise have access to language classes. In addition, Cultural Orientation classes, part of the CCO’s Refugee Services program, will be available to residents and are designed to introduce newly arriving refugees and others to everything American - from how to get a library card to coping with the depression related to culture shock. CCO’s Immigration Legal Services have hosted “Know Your Rights” workshops on-site for

other Caritas properties, something that was particularly beneficial recently as residents feared ICE sweeps targeting communities with large Hispanic/Latino populations. These would also be hosted at Good Shepherd Village as needed. (similar Caritas properties: Sandy Vista, Kateri Park, Esperanza Court)

We have also partnered with El Programa Hispano and Asian Pacific American Network of Oregon (APANO) to be culturally responsive resources for residents, both during development and after completion.

- **Seniors/People with Disabilities and Veterans:** Resources and support for independent living, organizing trips and transportation, and assistance with planning for changes in health or living needs, healthcare access/navigation and wellness checks. Additional services for these populations are anticipated to be provided by DHS and the VA in Clackamas County. See attached Letters of Support. (similar Caritas properties: Cedar Park Gardens, Caritas Plaza, Caritas Villa, Sacred Heart Villa)
- **Previously Homeless and/or extremely low-income:** Services ensure that residents maintain stable housing, connect them employment and benefit assistance, and facilitate connections with food pantries or health care (including hosting health screenings and/or food pantries at the property) (similar Caritas properties: Kateri Park, St. Francis Park, Kenton Women’s Village)  
For Permanent Supportive Housing units, we will provide services utilizing a Housing First model with assertive engagement, trauma-informed care, and a strengths-based approach to case management.

**Anticipated Timeline**

*Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.*

*See attached Development Timeline*



## Maple Apartments New Construction Narrative

### Concept endorsement

#### **Project Overview**

*Provide a general overview of the proposed project, including the requested amount of bond funding from Metro, the size of the site and its ownership status, any existing buildings and their current/past use, and high level financing structure for the project.*

A partnership between Community Development Partners and Hacienda CDC, Maple is a new construction, multi-building complex set around a gracious central green space that will be designed as a publicly accessible park. Located minutes from the Clackamas Community College campus in Oregon City, the 5-acre site rests on a hillside abutting a quiet residential neighborhood to the east and overlooking retail and commercial amenities to the west.

Designed with agricultural worker, immigrant, and low-income Oregon City families in mind, all units are a mix of 1-, 2-, 3- and 4-bedrooms, with 75% being two-bedrooms and larger, in 3-story walk-up buildings of Type V construction. Buildings are envisioned to be approximately 35'-40' tall with pitched roofs.

The site design will support a series of amenities within a park-like setting, preserving several clusters of existing mature trees. Site amenities include community garden space, walking paths, children's play areas, outdoor picnic/BBQ areas, and 174 surface parking spaces. The project also includes a community room with spaces for a movie/game room, book share library, computer stations, a demonstration kitchen area for events/classes.

The project is also intended to provide housing and wrap around services for Oregon City's homeless and at-risk residents. 42% of Maple's units are set aside for individuals and families making 30% or below the area median income. Additionally, 12 units are set aside for agricultural workers and their families through an award of Agriculture Workforce Housing Tax Credits.

Through a partnership with Northwest Housing Alternatives (NHA), Maple will also set aside 9 units for individuals and families transitioning out of homelessness. These units will include support services through NHA in addition to services provided by Hacienda's Youth and Family Services division.

The project will be managed by Guardian Real Estate Services and resident services will be led by Hacienda Youth and Family Services.

Maple has received LOIs from Key Bank to provide permanent debt and R4 Capital to provide tax credit equity.

**Preliminary Development Program**

*Describe the planned development program including but not limited to number, size, and affordability of units; non-residential space, parking, and amenities; and total square footage.*

*Complete the below table summarizing unit breakdown. Add/delete rows as needed.*

Unit size (no. of bedrooms)	No. of units	AMI %	PBVs	Square feet/unit	Gross monthly rent/unit
1	24	30%	24	549	\$495
1	18	60%		549	\$990
2	29	30%	29	796	\$594
2	25	60%		796	\$1,188
3	17	30%	17	1,027	\$686
3	49	60%		1,027	\$1,371
4	9	60%		1,300	\$1,530
Total	171		70		

Site amenities include community garden space, walking paths, children’s play areas, outdoor picnic/BBQ areas, and 174 surface parking spaces. The project also includes a community room with spaces for a movie/game room, book share library, computer stations, a demonstration kitchen area for events/classes.

**Background**

*Describe the process and timeline for how project was selected through a local funding process, and how the site was selected or acquired for affordable housing development. Provide an overview of due diligence and predevelopment completed to date.*

CDP has been looking to provide more affordable housing in Clackamas County, so we were ecstatic at the opportunity to compete for funding through the Housing Authority of Clackamas County’s Metro Bond NOFA when it was released in January. Once the application was released, we focused on two main objectives; finding an attractive piece of land and finding an appropriate development partner.

After doing a detailed analysis on ten available sites in Clackamas County for their suitability and proximity to services and amenities, we settled on the Maple property. In March of this year CDP signed a Purchase and Sale Agreement with the owner. During that time, we also began communications with Hacienda Community Development Corporation, our development partner on a project in Gresham, about being co-developers as well as service providers on the project.

Once these pieces fell into place we reached out and got Letters of Interest from Key Bank to provide permanent debt and R4 Capitol to provide tax credit equity.

To date, CDP has contracted with a construction manager to coordinate the pre-development process, a general contractor to provide pricing estimates, an architect to provide preliminary design, a geotechnical engineer to provide a preliminary soils report, an environmental engineer to provide a Phase I environmental report, surveyors to complete an ALTA survey, a traffic engineer to provide traffic analysis, and a civil engineer to help coordinate civil

engineering, utilities and stormwater development. CDP has also engaged the City of Oregon City in an early assistance meeting.

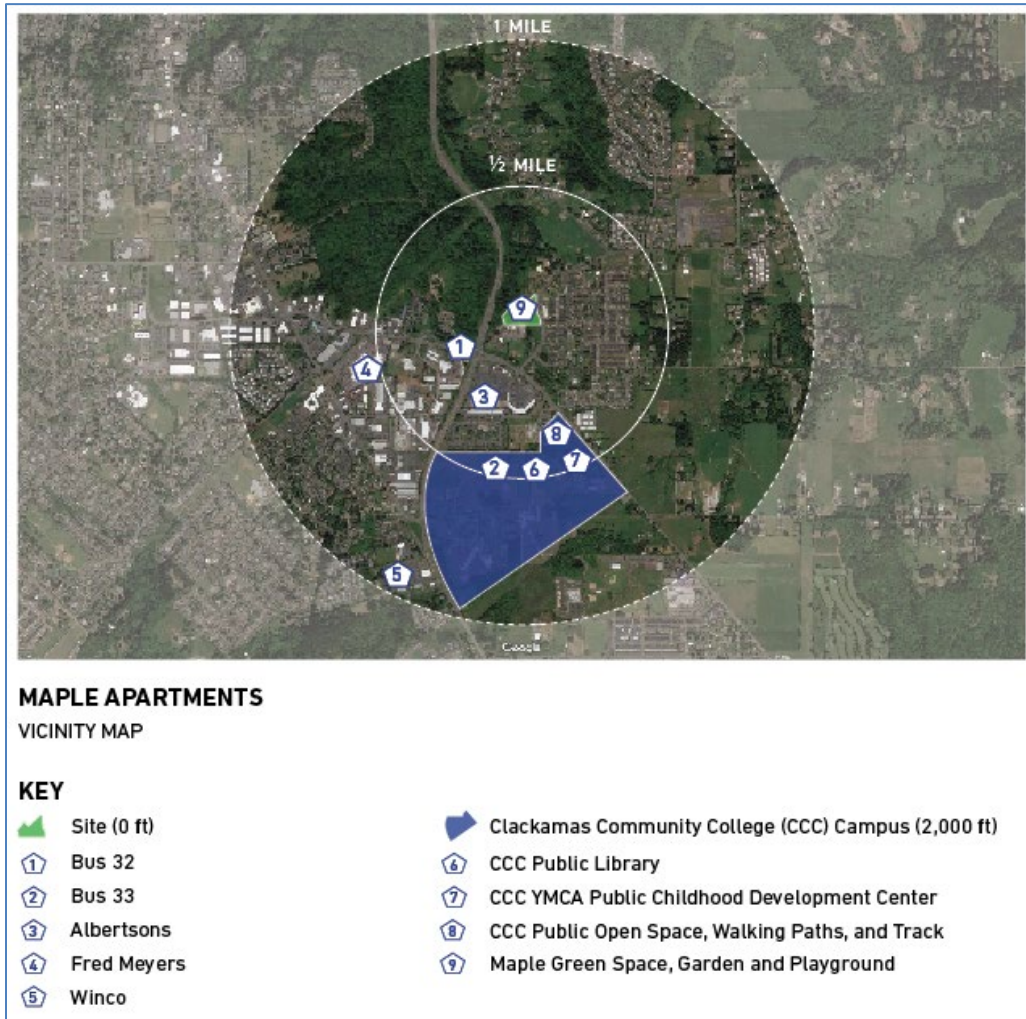
**Location and Neighborhood [word limit: 100]**

*Describe the project location and surrounding zoning, land uses and activities. Describe any nearby services or community amenities, including schools or employment centers, grocery stores or farmer’s markets, natural areas or parks. Describe walking distance and accessibility (e.g., sidewalks, signalized crossings) to nearby transit stations, and the existing/planned level and type of transit service (e.g., frequent service bus, MAX, etc.).*

Zoned Mixed-use Commercial 2, Maple will be tucked off Hwy. 213 and S. Beaver Creek Road, located at the nexus of the Walnut Grove residential neighborhood, an amenity rich commercial district, and Clackamas Community College. The development will include street improvements like sidewalks and streetlamps that will reinforce connection to the adjacent neighborhood and amenities.

Maple is also conveniently located within 3,000 feet of Albertsons and Fred Meyers, and both have pharmacies. Maple is also within 3,500 feet of the #32 and #33 bus lines. Both busses also stop at the CCC campus, located less than a half-mile away.

*Provide an aerial map with site location and key transit and amenity features labeled.*





**Site [word limit: 300]**

*Describe key elements of the site including size, number of tax lots, site control/ownership, appraisal, and zoning. If the site includes existing buildings, provide an overview of the year they were built, past/current use, and future plans as part of the project.*

**Project Financing**

*Describe the estimated total development cost, cost per unit and cost per gross square foot. Provide a table summarizing planned sources and uses of funding. Summarize funding contributions and any local incentives or policies benefiting the project (e.g., SDC waiver, property tax abatement, density bonus, reduced parking requirements, etc.)*

**Financial Sources**

- 4% LIHTC Equity – \$12,890,152 - we received a LOI from R4 Capital, a national syndicator that we have worked with on other projects. Their equity pricing is \$0.88 which seems in line with the market. We are in an unstable period of time due to the COVID-19 pandemic and there was difficulty in securing LOI's from other investors, many are sitting on the sidelines and not signing up new projects currently. These funds are not competitive.
- Multifamily Energy Program - \$150,000 – we are estimating the potential weatherization funding based on experience across our development portfolio. These funds are not competitive.
- AWHTC Equity - \$862,400 – we have received a funding award of Agricultural Worker Housing Tax Credits from OHCS for Maple. CDP has experience working with OHCS-issued AWHTC.
- Clackamas County Metro Bond – \$15,903,000 - we are requesting Metro Bond funding which equates to \$93,000 per unit.
- Tax Exempt Bond Permanent Loan – \$22,000,000 - we have received a LOI from Key Bank with indicative terms and have incorporated those terms into our underwriting. This is another area of current volatility, but we feel confident in the interest rate provided by Key Bank. The bond issuer is contemplated to be Clackamas County and the funding would not be competitive. There would also be short term construction financing provided by Key Bank, also using Tax Exempt Bonds.
- Deferred Developer Fee - \$1,235,517
- If we are awarded Clackamas County Metro Bonds our project will be fully funded as we have already been awarded competitive AWHTCs and all other sources are not competitive.

**Key Financial Assumptions**

- Income – rents to be set at 30% AMI and 60% AMI with project based rental assistance (HAP contract) on the 30% AMI units. Income to the project is anticipated to be FMR on the HAP units based on the NOFA guidance. The additional income from the HAP units is being used to support additional permanent debt and to provide robust resident/supportive services.
- Utility Allowances – based on HACC's March 2020 published Utility Allowance Schedule
- Vacancy – 5% which is standard and is acceptable to our lenders and investors.

- Permanent Loan – 35-year amortization, 5% interest rate, 1.20 debt service coverage ratio

Operating Expenses

- Overall - \$6,221 per unit per year is the projected operating expense based on CDP’s, Hacienda’s, and our property management company’s combined portfolio experience. The budget was developed based on input from our collective organizations.
- Resident Services - \$100,000 is budgeted to be able to provide comprehensive resident programming and services through full time staff provided by Hacienda. See resident services plan for more information.
- Case Management - \$65,000 is budgeted for onsite service delivery and referral coordination. Given the high number of 30% AMI units the project will require this budget to ensure the success of the families.
- 

Total Development Cost: \$53,041,069

Cost Per Unit: \$310,181.69

Cost Per GSF: 145,524

<b>Sources</b>		<b>Uses</b>	
4% LIHTC Equity	\$12,890,152	Acquisition Costs	\$3,704,633
Weatherization Funds	\$150,000	Construction Costs	\$32,451,732
Agricultural Worker Housing Tax Credit Equity	\$862,400	Development Costs	\$16,884,704
Clackamas Metro Bond	\$15,903		
Permanent Loan	\$22,000,000		
Deferred Development Fee	\$1,235,517		
<b>Total:</b>	<b>\$53,041,069</b>	<b>Total:</b>	<b>\$53,041,069</b>

Contributions & Local Incentives:

We are requesting a 100% property tax exemption through a partnership with the HACC. We are in discussion with Oregon City on SDC credits for infrastructure costs required at the site.

**Development Team**

*Describe the development team including the developer, general contractor, architect, and other key partners, and their relevant experience, respectively. If some members of the team are not yet selected as of the concept endorsement, this information can be added at the final approval step.*

**Development Team Experience**

Community Development Partners (CDP), Hacienda CDC, and our development, design and construction team members are fully capable of developing this project and staying on

schedule to meet milestones for a successful project. CDP and Hacienda are also partnering on Rockwood 10, a world-class affordable workforce housing project located in the heart of the Rockwood neighborhood in Gresham, Oregon. With nearly 2,000 affordable housing units completed between us, CDP and Hacienda are well-versed in the development of this project type and with this finance structure. CDP's team of finance and construction management staff will lead the development team comprising of: Hacienda CDC, LMC Construction, Salazar Architect, and Portland State University-Center for Public Interest Design (CPID). This team has already established a successful relationship from previous projects.

We are excited to present you with this team. CDP develops affordable housing with a focus on long term community engagement. Combined with Hacienda's expertise in delivering culturally specific programming for Latino, immigrant and communities of color, our team will add diverse and targeted programs unique to this project, its residents and the surrounding community. Salazar and CPID, along with PLACE landscape architects, will continue pushing forward the innovative asset-based community development (ABCD), site design, and building design, while LMC Construction will navigate construction costs and incorporate construction efficiencies.

CDP is currently under construction on Rockwood 10 in Gresham, OR. Though not a Metro Bond project, the two share a similar finance structure. LMC Construction is involved in these projects. Both Salazar and LMC are also the design/contractor partners in another CDP development that is complete for a 103-unit project called Cascadian Terrace in Portland. CPID also partnered on Cascadian Terrace where CPID provided community engagement and outreach to create a design in harmony with the community and its residents. LMC has built over 4,600 units of all project and construction types. Hacienda has developed and maintained over 400 units of affordable housing, where approximately 70% of their residents are Latino. With Hacienda's services and affirmative outreach, we will be able to reach out to a wider network of the Latino population.

To date, site control is already in place in the form of a Purchase and Sale Agreement and site due diligence is underway. CDP has hired Urban Resources Inc. (URI), an experienced construction management firm, to assist on the project and begin site due diligence. CDP and URI are also working together on a similar CDP project in St. Helens, OR.

The team does not see any significant potential barriers for this project. The team has reached out to Oregon City during the application process and has reviewed the City's Housing Needs Analysis, which outlines the need for additional affordable housing. The zoning allows our proposed use, entitlements are in place. The proforma has been thoroughly vetted internally and through our development and financing partners, the Asset Based Community Development and Design work are underway, and we have adequate staffing to successfully execute our proposed project.

This award-winning development team is comprised of experts in their respective fields and collectively, if selected, we are queued up and ready to bring this innovative project to Oregon City.

## **Community Development Partners**

Community Development Partners' (CDP) mission is to develop and operate sustainable, life-enhancing affordable housing with a focus on long-term community engagement. CDP's industry leading, multi-disciplinary team is comprised of real estate development experts who bring diverse backgrounds in affordable, mixed-use and market-rate development. Collectively, the development team has over 60 years of experience working with cities and public agencies to bring new investment into existing neighborhoods. In the relatively short time since the company was formed, CDP has successfully built a portfolio of 24 unique communities comprising over 2,000 units and \$450 million in total development costs.

CDP is a mission-driven Certified B Corporation. B-Corps (or benefit corporations) are a legally recognized entity structure that balances purpose and profit to benefit society.

### **Areas of Expertise:**

*Housing* – providing affordable housing that serves the whole person with exceptional design community engagement, and supportive resident services. While CDP is not organized as a 501c3 we are a mission driven organization (as opposed to profit driven) and the B-Corps certification is a reflection of that. CDP is very focused on post-development lifecycle of each of our communities, believing that the greatest opportunity to impact our resident's lives is through resident services and engagement.

*Affordable Housing Finance* - Since 2012, CDP has successfully built and preserved a portfolio of 24 unique projects using the Low-Income Housing Tax Credit (LIHTC) comprising over 2,000 units and \$485 million in total development costs. We were named a national Top 50 Affordable Housing Developer by Affordable Housing Finance for the third time in 2019. We strive to use affordable housing finance tools effectively to build and preserve more housing in our service areas. In 2019 CDP used new tools available including Income Averaging and Opportunity Zones for 100% affordable housing projects. CDP is also currently participating in a Metro Bond Pilot with Washington County Housing Authority.

*Ecology & Arts* – Our roots in ecology drive both our design decisions and our long-term programming. Through thoughtful design we are striving to integrate sustainability in meaningful ways. Hands-on education and access to fresh, local food are key ways we strive to improve the health of our communities. Art is a critical component of well-being and CDP is a firm believer in the value it provides to our residents. We support the arts community and we partner with creators to bring public art installations, ongoing lifelong learning classes, and cultural richness to our developments.

### **Hacienda Community Development Corp.**

From its inception in 1992, Hacienda has sought to bring economic advancement, health and wellness, and a thriving "Comunidad Viva" – living community – to its low-income residents. Through Hacienda's supportive community building programs – including affordable housing and community benefit commercial buildings, youth and family support, homeownership support, and economic development – Hacienda has greatly improved the lives of its residents, helping children stay in school and families thrive, and continues to strategically transform the neighborhoods they serve.

Areas of Expertise:

*Programs* - Hacienda’s emphasis on education for our residents from birth through adulthood coupled with our asset building and entrepreneurial initiatives is a proven model for success, providing critical support to low-income children and strengthening their family units for the long-term. Hacienda’s core programs are Real Estate Development, Portland Mercado and Entrepreneurship, Youth and Family Services, Resident Services and Economic Opportunity.

*Real Estate Development* - Developing quality, affordable housing is at the core of Hacienda’s mission. Hacienda’s buildings are more than just housing, they are places where families can live and thrive in safe, supportive, community-centered environments. One- to four- bedroom townhomes and apartments are built around community spaces, gardens, and playgrounds. Resident youth and adults have access to on-site community building and asset building programs designed to strengthen the economic, physical, and emotional health of families.

**Development Team Members:**

<b>Position</b>	<b>Contracted Firm</b>	<b>Years of Experience</b>
Owner/Developer	Community Development Partners	9
Co-Owner	Hacienda Community Development Corp.	28
Construction Manager	Urban Resources Inc.	13
Asset Management	Community Development Partners	9
Compliance Manager	Guardian Real Estate Services	36
Architect	Salazar Architect	13
General Contractor	LMC Construction	16

**Community Engagement**

*Please summarize community engagement to inform project outcomes to support the needs of future residents. This could include engagement conducted previously by the LIP or developer to shape the goals of a NOFA or vision for a project. It could also include plans for further engagement to inform the design or programming of the project to meet the needs of historically marginalized community members.*

*Note: Outreach strategies for affirmative marketing and COBID participation should be described in the following section under “advancing racial equity.” This section is focused on engagement to inform the goals, vision, design, or programming of the project.*

CDP, Hacienda CDC, Northwest Housing Alternatives, and The Center for Public Interest Design all have roots and experience working in Clackamas County. We have begun building a coalition of residents and service organizations in Clackamas County and Oregon City, and are excited to deepen our outreach and engagement.

Community outreach and engagement is incorporated in our pre-development planning. The goals of our outreach and engagement effort are to both inform the community of this new housing opportunity and encourage participation in the design and development of the project.

Hacienda has great experience in this process, most recently through their Las Adelitas development in NE Portland where they worked with partner organizations as well as the project architects to host a series of listening sessions and charrettes ensuring the community had a say in everything from paint color to space usage to amenities. These sessions were held in English, Spanish, and Somali to accurately reflect our community language needs. Dinner, childcare, and gift cards were provided to ease barriers to access.

CDP and Hacienda CDC are also working with the Center For Public Interest Design (CPID) during the early design phase of the project. The Center for Public Interest Design is a research and action center at Portland State University that aims to investigate, promote, and engage in inclusive design practices that address the growing needs of underserved communities worldwide. Through research and design, fieldwork, and public outreach, CPID promotes a mode of practice that is socially conscious, environmentally sustainable, and economically accessible to all.

CDP has engaged CPID to lead the asset-based development outreach and research. This research identifies existing resident-serving assets that are in the surrounding community, including culturally specific assets that are often overlooked in more traditional analysis, as well as identifying needs that are not being met by those existing assets. The process involves utilizing PSU Master of Architecture students and CPID staff for on the ground outreach. The PSU-OHSU School of Public Health is also often involved in creating a community health needs assessment. The entire process produces an in depth understanding of the community's assets and needs that will then be utilized to inform the concept and design of CDP's project. The result is a project that has been thoughtfully conceived and that provides the greatest benefit to the community.

The Center for Public Interest Design's dialogue and outreach with stakeholders and service-based organizations, as well as demographic data, provide baseline neighborhood and health characteristics. Spatial analyses generate land-use studies to support sustainable, pedestrian-friendly, and community-informed development. The policy and design recommendations that emerge reveal how community assets may orient a community toward a neighborhood rich in safe and meaningful opportunities for living, working, and gathering in ways that address specific community needs.

CPID will build upon existing relationships and research in Oregon City to create an inclusive process and actionable recommendations toward community impact. While the overall process stays malleable in order to respond to specific needs that emerge in research and discussions with stakeholders, the following milestones provide a road map for how this work will be pursued:

- A study of the demographic, social and economic conditions of the area around the development site, as well as Oregon City in general, to identify and frame the needs and assets assessment that will follow.
- An assessment through interviews, charrettes, and stakeholder meetings of community needs and the assets that could address those needs, with a focus on how these inform the programming and design development of the proposed housing project.

- A proposal of which needs and assets should strategically be considered that respond to the needs identified in the research and community engagement processes.
- Conduct a public meeting with service providers and stakeholders to identify and coordinate possible services and support for the projected community.
- Through conversations and research of Oregon City relevant departments, establish a deep understanding of planning and development goals and activities in the city.
- Provide comprehensive report detailing outcomes to serve this specific housing community, as well as information that can serve Oregon City in future developments.

### **Advancing Racial Equity**

*Summarize how the project will address strategies and policies for advancing racial equity, as described in your local implementation plan. Be sure to include:*

- *How the project location reflects considerations related to racial equity (e.g., geographic distribution of affordable housing, access to opportunity, strategies to address racial segregation, and strategies to prevent displacement and stabilize communities)*
- *Fair housing strategies to eliminate barriers to housing access for communities of color and other historically marginalized groups (e.g., fair housing marketing strategies, community partnerships, low barrier screening, etc.)*
- *Strategies to include economic opportunities for people of color (e.g., MWESB/COBID participation and workforce diversity)*

CDP works to create trust and build relationships with culturally specific organizations like Hacienda CDC, Oregon's largest Latino-led, Latino-serving housing organization, to ensure our projects strengthen households by providing housing and resident services support, economic advancement and educational opportunities. We aim to provide an element of livability, through art, dignity and cultural details that set our developments apart for the residents our communities are designed for, and we can't do that without working closely with our culturally specific partners. And these partnerships go deeper than providing services. By co-owning, we are ensuring a long-term, mutually beneficial relationship where both organizations have a vested interest in the success and happiness of our residents.

Residents come from all walks of life, and we intentionally work to support the intersectionality of low-income residents of Clackamas County, Latinos, agricultural workers, families, and the homeless. According to ACS 2018 1-Year Data, Clackamas County has a total population of 416,075 people. The County has a Latino population (Mexican, Puerto Rican, Cuban or other Hispanic/Latino) of 9%, Black of 1%, Asian of 5%, and Two or more races of 3%. Clackamas County has a median household income of approximately \$81,278; 7% of the population lives below the poverty line.

Based upon the same data source, Oregon City has a population of 36,040 and similar to Clackamas County, Oregon City has a Latino population of almost 7.1%, followed by African Americans at 1.2%, Asians at 1.2%, Indigenous peoples at 1.4% and 3.9% for two or more races/other. 5.1 % of the residents are foreign-born. 7.8% of the households in Oregon City speak a language other than English in their home. 9.9% of residents fall below federal poverty lines. 1

Hacienda CDC is prepared to work closely with the diverse population in Clackamas County, and Oregon City, specifically, to ensure that programming and services are culturally sensitive and responsive to community needs. Hacienda has a proven track record of working closely with underserved populations and removing barriers to access to housing, asset building opportunities, and educational opportunities.

As the construction development progresses, CDP and Hacienda will develop an outreach plan targeting the variety of social services/educational/public health/recreational and other community groups to inform them about our planned housing opportunity.

Throughout the pre-development process, neighborhoods, community groups and other stakeholders will be invited to receive up to date information on the progress of the housing. CDP and Hacienda will also plan to participate in various community events to share information about Hacienda's services and our new housing opportunity. Our plan will start by inviting neighbors and the community to participate in a presentation about The Maple. This presentation will incorporate an interactive design workshop allowing neighbors and the community to share their concerns, comments, and ideas. This involvement has been effective, based on our experience, and will help our development team design a project that will holistically address community concerns, and ultimately gain their support and excitement for the housing created. Our outreach strategies will also place emphasis on connecting with local organizations such as Clackamas County, OSU Extension, Clackamas Women's Services, Love Inc., Unite Oregon, and Northwest Family Services to share information about this new housing opportunity and who to contact for more information. Further, we will connect with existing trusted organizations serving communities of color. Hacienda has an existing property in Molalla that serves farmworkers and their families. Through our years of service in Molalla we have been fortunate to build relationships with these organizations and look forward to deepening our connection in Clackamas County.

Some households applying for our affordable housing will have problems with language barriers, poor credit, or recent evictions, primarily for non-payment of rent, and low incomes. Hacienda Resident Services staff will work closely with the property management firm to provide culturally specific language services and establish low-barrier screening criteria which allows for some flexibility in the application decision. In some cases, residents with prior evictions for non-payment of rent will be offered options on how to mitigate their past rental history. Options include payment of a security deposit, agreement to participate in financial fitness training, participation in case management services or other support services, depending upon the barriers identified for the family and an evaluation of the applicant's eligibility to obtain any public assistance. Hacienda's Youth and Family Services Resident Advocate will be the primary point of contact for each resident selected for Housing at the Maple apartments.

CDP commits to advancing equity in contracting across all our projects, and we have committed to achieving at least 20% MWESB participation across all our projects. We are confident Maple can exceed this contracting goal. CDP's good faith effort will include utilizing online resources such as COBID Certification Directory, contacting previously contracted MWESB for current opportunities, networking with current and previous consultants in search



of MWESB firms, and attending MWESB trade shows such as Metropolitan Contractor Improvement Partnership (MCIP) and OAME’s annual lunch to stay abreast of MWESB news.

CDP has enlisted the services of Salazar Architect on Maple. Salazar is a registered MBE, DBE and ESB with the State of Oregon. CDP and Salazar have worked together previously on Cascadian Terrace, where they achieved 90.6% MWESB participation within the A/E team.

CDP recognizes that one of the greatest opportunities to engage in meaningful equity is during the economically intensive work of building our projects. The construction of Maple will be performed by LMC Construction. LMC and CDP have been working together on numerous projects over the past several years. We have been impressed by LMC’s commitment to engaging the minority subcontracting community by engaging, mentoring, and fostering growth at a wide, local level.

LMC will maximum their MWESB participation target of greater than 20% by; providing pre-bid outreach to the community to prepare them for the upcoming bid opportunities, partnering with local membership groups, utilize their network of qualified DMWESB and Section 3 firms that have experience in similar work, creating opportunities for sub-tier contracts by teaming up smaller contracting firms with larger ones, provide cash flow assistance through an expedited payment process, and by partnering with community groups and participating in community events to increase awareness of this project. LMC’s projects completed in 2018 show between a 29% and 48% participation rate, up from 2017 which included a range of 25% to 45%.

We have included LMC’s Diversity Plan in the Appendix. The plan describes LMC Construction’s strong commitment to diversity as it relates to their operations as a General Contractor. The Plan outlines specific procedures aimed at ensuring equal opportunity, as well as diversity in employment, contracting, operations and community relations. The Plan also emphasizes their commitment to diversity as it relates to their employees, vendors, business partners, and community.

**Partnerships and Services**

*Provide information about plans and partnerships for ongoing operations, including property management partner(s) or service providers. Describe strategies for aligning culturally specific programming or services to meet the needs of future residents.*

<b>Key Service Providers</b>	
Hacienda Youth and Family Services	Lead Service Provider
Northwest Housing Alternatives	Homeless and Recently Homeless Service Provider
Guardian Real Estate Services	Property Management

CDP and Hacienda have designed Maple to house and support several high barrier groups. More details can be found in our service MOU and AWHTC reservation letter.

*Agricultural Workers Set Aside* - CDP applied and received an estimated \$862,400 equity from AWHTCs to set aside 12 units for agricultural workers and their families. Maple will provide year-round, off-farm, permanent housing with programmatic elements designed with

farmworkers in mind—unit sizes for large families, outdoor/garden spaces, and programming through Hacienda Youth and Family Services

*Field Laborers Affirmative Marketing Strategy* - Hacienda will target 31 units for field laborers and their families. Similar to agricultural workers, but not included as part of the AWHTC award, synergies include year-round, off-farm, permanent housing, outdoor/garden spaces, unit sizes for large families, and programming through Hacienda Youth and Family Services. Funding for services targeted to field laborers and their families will come out of Maple's \$165,000 annual resident services and case management operating budgets.

*Families at or below 30% AMI* - Our team, supported by Hacienda Youth and Family Services and Northwest Housing Alternatives, is asking HACC for 70 PBVs to house 70 of Clackamas Counties most vulnerable families at Maple.

*Permanent Housing for Homeless Households* - CDP and Hacienda are partnering with Northwest Housing Alternatives' (NHA) Home Base program to set aside 9 units as permanent housing for homeless households. Please refer to our Support Services Plan and our MOU with NHA for more details.

*Project-based Section 8 Voucher* - Maple is designed to provide a home to those who have barriers such as adverse credit, rental and legal histories, and have struggled finding housing elsewhere. To achieve this, we have set aside 70 units to serve households at 30% AMI. To ensure we can meet this goal sustainably for decades to come, we are asking HACC for 70 project-based Section 8 vouchers and a PBV HAP contract term of 20 years.

Details on the requested rent to owner are included in the Excel portion of this application. Requests are in line with the HACC Voucher Payment Standards. Maple is located in an eligible census tract.

### **Hacienda Youth and Family Services**

Hacienda CDC's Youth and Family Services department has provided community programming to residents of their housing since 1992. Hacienda is continuously developing Equity, Diversity and Inclusion best practices, and staff is trained on federal fair housing regulations to ensure all people being served in our communities are being treated in a manner consistent with our values. Hacienda prides itself on being flexible in our programming and responsive to community needs. Hacienda is in the process of building relationships with other community organizations and will be adept at navigating resources and community services available in the area to leverage the existing neighborhood assets and will strive to fill gaps where services are lacking.

Hacienda CDC has over 26 years of experience providing culturally specific services and engaging our communities in meaningful ways. We believe firmly in the value of culturally specific services which eliminate structural, cultural, and linguistic barriers and foster a sense of safety, understanding and belonging for residents and program participants. These practices ultimately lead to better outcomes for clients such as increased housing and family stability as well as increased social capital. 99% of Hacienda's direct services staff are bilingual and bicultural, with invaluable lived experience, who have been well-trained in best practices of trauma-informed care. We also believe firmly in providing multiple forms and opportunities

for meaningful community engagement to build trust and demonstrate a commitment to quality program improvements.

We are committed to ongoing learning when providing services to populations outside of the Latino community. Hacienda recognizes that we cannot provide culturally specific services to every population nor should we. Because of this, we have a long history of formally partnering with organizations who match the population we're serving. For example, we look to our partners at IRCO for guidance and to provide workshops grounded in Somali and East African traditions, practices and norms at our properties in NE Portland where we have a larger Somali population. Other culturally specific organizations we partner with include Portland Community Reinvestment Initiatives and Native American Youth and Family Center.

### Target Population

The target population proposed for Maple will be low income families earning an average income of 60% of Area Median Income (AMI). Forty-three units will be targeted to families earning less than 30% AMI. In addition, 12 units will be set aside for Agricultural Workers and 9 homeless households. We also anticipate a culturally diverse population will be serviced. Based on Clackamas County's 2010 census population data, the community is currently 88% White, 8.5% Hispanic or Latino, 4.2% Asian, 0.9% Black or African American, 0.8% Indigenous peoples, 0.3% Pacific Islander, 2.0% from other races, and 3.8% from two or more races.

Given this population mix, Hacienda anticipates serving primarily low income white and Latino families as well as Asian, Black, and folks who identify as having multiple races/ethnicities in this proposal. Many of the Latino communities we anticipate serving will be immigrants challenged by language and cultural obstacles, which we are uniquely positioned to serve. Hacienda will concentrate its programmatic outreach to ensure Asian, Black/African American and our Indigenous people are welcomed.

With such a diverse tenant population there are many culturally specific needs that must be addressed including language, legal and living habits. Hacienda's Youth and Family Services are all bilingual and has diverse and highly skilled staff trained in working with diverse populations to address the culturally specific need of each household.

### Marketing and Lease Up

Hacienda CDC will work side by side with CDP and the design team during the pre-development phase to understand community residents and to develop a resident services program that responds to their needs and aspirations. We will reach out to nonprofit, civic and local agencies to create an informed network and once in construction, Hacienda will assist with promoting the housing and our culturally enriched services in Clackamas County. Through this process, we anticipate forming new partnerships with organizations, such as: Clackamas County, CASA, and Hispanic Interagency Networking Team, as well as leveraging existing partnerships in the County like OSU Extension, Clackamas County 4-H, Northwest Family Services, Clackamas Workforce Partnership, Unite Oregon, and the Children's Center.

Hacienda CDC, will work closely with Guardian's property management staff as they begin to accept applications for Maple well in advance of the project's anticipated construction completion. Hacienda's Resident Advocate will be available to prepare each client for

occupancy and arrange for any services the resident will need, including language translation, resolving old debts, short term rental assistance, application fees and deposits, and furnishings. Families may also need connection to behavioral healthcare, physical healthcare and assistance with food, clothing and household furnishings to help each family establish a new home. To begin to assist each household, an individualized assessment will be made in advance of their housing placement to triage their needs, identify resources, and then arrange for coordination of services by Resident Services and other Youth and Family Services staff. Assistance with school enrollment may also be coordinated by Hacienda staff, as needed by the family.

### Resident Services for Children and Families

Hacienda's existing network of services and service partnerships are able to support our community building empowerment model and provide a path for their overall success and development. Hacienda firmly believes that a stable, affordable home is just the first step in creating a supportive architecture that positions families and individuals for success.

### Additional Resident Services

Hacienda's Resident Services Advocates will connect with Oregon City Parks and Recreation department, North Clackamas Parks & Recreation District, Oregon City School District, Clackamas County Public Health Centers, Clackamas Community College, Oregon City Public Libraries, Oregon City Food pantries, property management and other partners connecting residents to resources through referrals and advocacy.

Housing Stabilization through eviction prevention is a large part of this work. Our in-house programming has been very successful in demonstrating positive outcomes for youth and families participating in our programs and has received support over the years from over 30 partners, and many long-time funders.

In 2019 these Youth and Family Services outcomes included:

- 260 students under age 15, assisted with educational support and cultural enrichment services
- 95 children under age 5, received early child development support
- 35 at risk middle school children received academic support, cultural enrichment, service learning opportunities and parent involvement
- 203 residents assist with housing stabilization services, including eviction prevention
- 231 residents attended the National Night Out event

For those residents who are ready to strive for greater economic achievement and independence, Hacienda plans to also offer our Economic Opportunity and Entrepreneurship Services. These program services include:

- Economic Opportunity
- Financial coaching
- Pre-purchase counseling
- Lending circles
- Credit building
- EARN Saver Program - IDAs

- Entrepreneurship

Business coaching and small business development services to current and aspiring entrepreneurs through:

- Bilingual business boot camps.
- One-on-one long-term business advising.
- Monthly advanced business seminars
- 

Hacienda CDC's bilingual Resident Services Advocate will be continuously engaged in educating and collaborating with property management staff about our culturally specific services and methods of implementation. The advocate consistently visits sites and provides their contact information to the tenants along with information about our various programs.

The Advocate shall be notified about any potential lease violation matter and shall receive all adverse notices/actions and reviews them with property management to ensure all actions are unbiased, appropriately documented and meet legal requirements. In addition, the Advocate will engage residents individually or together with property management staff and /or other residents, as appropriate, to ensure all actions meet procedural and legal requirements. The Advocate will also connect the household with any needed resources that will stabilize their housing. These resources may include emergency rental assistance, food pantry, utility assistance, financial fitness class, or a medical or behavioral healthcare referral.

The Director of Youth and Family services, working closely with the Advocate, continuously reviews and evaluates the effectiveness of Hacienda programs and services, along with property management services. They have also recently begun utilizing a new Hacienda database program to further enhance review and evaluation of the resident services program.

### **Northwest Housing Alternatives**

Northwest Housing Alternatives' Annie Ross House is an emergency shelter for families experiencing homelessness in Clackamas County. Founded in 1982, Annie Ross House has been Clackamas County's only emergency shelter for whole families experiencing homelessness for over 35 years. To be eligible to stay at Annie Ross House, households must include at least one adult aged 18 or older and at least one minor aged 17 or younger. Families must be experiencing homelessness with no option for diversion to other housing resources in order to qualify to stay at Annie Ross House. Once enrolled in ARH, families experience an average length of stay of 60 days. Each family works one on one with a case manager from Northwest Housing Alternatives' HomeBase program, setting incremental goals which will lead to placement in stable, permanent, affordable housing. Because each individual family has their own barriers and capacity, goals are individualized in order to ensure effective and long-term stability.

Case management is often coupled with financial assistance, although this varies based on funding availability and the needs of the individual household. Case managers will assist the families with identification of appropriate housing options, applications, appeals of denials if necessary, reasonable accommodations, and the move-in process. In addition to this front-end work, case managers remain in contact with the families they serve for up to 12 months to assess needs on an ongoing basis, ease the transition from homelessness to housing, and

orient the family to their rights and responsibilities as tenants. Case managers will work in conjunction with Hacienda CDC's Resident Advocate and Maple's Property Manager to address any issues which may threaten tenancy or housing stability for a period of up to 12 months from the time of housing placement.

NHA's services will be bolstered by Hacienda Youth and Family Services' culturally responsive and culturally specific services, supporting tenants and the larger housing community.

#### Service Team's Overall Capacity

Having operated Annie Ross House for over 35 years and HomeBase case management since 2009, Northwest Housing Alternatives' services team is well equipped to support the households they place at Maple. Our deep roots in Clackamas County include ongoing partnerships with Northwest Family Services, Clackamas Women's Services, Clackamas County Social Services, Oregon Food Bank, The Living Room, and many more. These partnerships with community organizations help households to stabilize by allowing them to utilize those resources and benefits available to them, leading to critical costs such as rent and utility payments being prioritized.

#### Types and Level of Services to be Offered

Annie Ross House is staffed 24/7 by six staff members comprising 4.6FTE. HomeBase consists of 2 case managers totaling 2.0FTE who have caseloads of approximately 25 households. Each household referred to Maple will have a designated HomeBase case manager who will be responsible for payments, should any be made from the program, as well as responding to issues that may lead to housing instability for those households they refer.

#### Brief Overview of Anticipated Services Outcomes for Target Population

Over 90% of households served by Annie Ross House and HomeBase will be in stable, permanent housing 12 months after their exit from HomeBase services. This expected outcome is based on historical outcomes for the program.

#### Marketing and Lease-up Plan

The vast majority (more than 98%) of households that enroll in Annie Ross House and HomeBase are referred by Clackamas County's Coordinated Housing Access (CHA) system. Referrals from CHA are assessed for vulnerability and options to ensure that emergency shelter is truly needed. Because we know that communities of color are disproportionately represented in experiencing homelessness, we expect that referrals to Maple will match demographic data from the Clackamas County point-in-time (PIT) count.

#### Budget and Sources of Funding for Services

Annie Ross House and HomeBase and the related services provided to Maple are fully funded through NHA.

**Anticipated Timeline**

*Describe the anticipated timeline and milestones for the project, including developer or contractor selection, concept endorsement, due diligence, final approval, closing, construction, and lease up – as well as any timelines related to community or elected body engagement.*

Below is the anticipated timeline.

Activity	Proposed Date	Completed Date
<b>Site</b>		
Option/Contract Executed		3/2020
Site Acquisition	11/2020	
Zoning Approval		3/2020
Site Analysis		3/2020
Building Permits & Fees	7/2021	
Off-Site Improvements	7/2021	
<b>Pre-Development</b>		
Plans Completed	03/2021	
Final Bids	6/2021	
Contractor Selected		3/2020
<b>Financing</b>		
Construction Loan Proposal		4/2020
Construction Loan Firm Commitment	6/2021	
Construction Loan Closing/Funding of Loan	7/2021	
Permanent Loan Proposal		4/2020
Permanent Loan Firm Commitment	6/2021	
Permanent Loan Closing/Funding of Loan	7/2021	
<b>Development</b>		
Syndications/Partnership Agreement (LIHTC)	6/2021	
Construction Begins	7/2021	
Construction Completed	3/2023	
Certificate of Occupancy	7/2022*	
<b>Marketing</b>		
Lease Up Begins	7/2022	
Lease up Completed	7/2023	

\*multiple buildings allow for the first TCO 12 months after the construction start and one additional building coming online every 30 days thereafter

July 16, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Omnibus Resolution No 1948 Authorizing the Execution, Acknowledgement and Delivery of Documents for the Webster Road Redevelopment Project

<b>Purpose/Outcomes</b>	Approve Resolution No. 1948 authorizing the execution and delivery of documents in connection with funding applications and predevelopment documents for the rehabilitation of the Webster Road Redevelopment project through an Omnibus Resolution
<b>Dollar Amount</b>	N/A
<b>Funding Source</b>	As currently contemplated, funding sources would include 4% Low Income Housing Tax Credits (LIHTC), PSH Capital Funds (OHCS), Metro Bond Funding, Perm Loan and County HOME Funds
<b>Duration</b>	July 16, 2020 through the closing of the Webster Redevelopment Project
<b>Previous Board Action</b>	6/6/19 – Approval of IGA with Metro to acquire the property 1/23/20 Approval of Resolution 1942 – Exemption from Competitive Bidding and approval of a CM/GC Solicitation
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority Stephen McMurtrey, Director of Housing Development, Housing Authority
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval of Resolution 1948, authorizing the execution and delivery of documents in connection with funding applications, predevelopment documents and relevant signing authority for the rehabilitation of the Webster Road site through an Omnibus Resolution.

This is a rehabilitation project for the Housing Authority of Clackamas County of a single-story wood-framed building originally constructed in the mid 1960's. It was previously used as a nursing facility and most recently as a teen rehabilitation facility. The building has been vacant since 2017 and will be converted into permanent supportive housing for low income residents age 55 and older. The program consists of a mix of studios and SRO units, as well as shared kitchen and laundry facilities, offices and other support spaces. The site is currently developed with vehicle access, parking, sidewalks, and wooded surroundings. As much as possible, existing trees and asphalt paving areas shall be retained and protected.

Project scope includes full abatement of hazardous materials; building code and accessibility upgrades; new insulation, weatherproofing, windows, exterior doors, roofing membrane, and exterior cladding; interior renovation work consists of all new flooring, wall and ceiling finishes; and all new plumbing fixtures, lighting, and HVAC systems; site work consists of demolition, earthwork, landscaping, and parking lot modifications. Work in the public right-of-way will include replacing the sidewalk and drive pans along the Webster Rd street frontage to comply with ADA requirements, and



potential street lighting upgrades pending a photometric assessment of the existing conditions. The scope also includes any demolition that will be necessary for the extents of the building rehabilitation.

- Site area: 95,830 SF (2.2 acres)
- Gross floor area: 28,672 SF
- Zoning: R-7.2 – Low Density Residential
- Bicycle parking: 4 short-term spaces, 8 long-term spaces
- Vehicle parking: 26 spaces - 2 accessible, 16 standard, 7 compact, and 1 loading
- Units: 48
- OHCS Sustainability Path: Earth Advantage Multi-family Home (2012), Gold Certification

Some **key** components of the Resolution are as follows:

- Provides HACC authorization to enter into the following agreements in relation to funding sources HACC either has or intends to apply for in support of this project:
  - Application to OHCS for an allocation of private activity bond volume cap to gain 4% low income housing tax credits;
  - Application to Clackamas County Community Development Department for a HOME Loan;
  - Application to Metro for Housing Bond Funding;
  - Application to OHCS for permanent supportive housing; and
- Provides Delegation of Authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development as an Authorized Representative, to act on behalf of the Authority in its own capacity as the Special Limited Partner, and as the sole member of the General Partner to finalize the terms of, execute, acknowledge, and deliver the actions and documents authorized.

### **Key Components further explained**

Omnibus Agreements are standard practice and are used to provide one point of execution for funding applications, financing documents and authorizations to act on regulatory agreements associated with financing documents on behalf of a Limited Partnership. Omnibus Resolutions have most recently been used in conjunction with Easton Ridge, Rosewood Terrace, and for the formation of Hillside Manor's Limited Partnership and closing.

Delegation of Authority is also standard practice in complex real estate transactions to grant authority for various members of a development to execute authorized documents in order to apply for funding, initiate closing of the transaction or to authorize construction draws from construction proceeds during rehabilitation of the project.

The Housing Authority has retained Robert Sullivan as outside counsel on the Webster Road rehabilitation. Rob Sullivan is the author of this resolution and has acted as representation for HACC in all matters related to the acquisition and predevelopment of this project. All documents referenced in the Omnibus or agreements entered into by an Authorized Representative will be reviewed and approved by Rob Sullivan acting as independent third-party counsel for HACC.

To the extent practical, as may be requested, all documents referenced within the Resolution will be provided to the board prior to execution.

### **RECOMMENDATION:**

Staff recommends that the Board approve Resolution No. 1948, Authorizing the execution and delivery of documents in connection with funding applications, predevelopment documents and signing authority for the Webster Road Redevelopment project.

Respectfully submitted,

*John Alford, AS copy / For*

Richard Swift, Director  
Health, Housing & Human Services

Attachments:

1. Webster Rd. Omnibus Resolution #1948





WHEREAS, the Authority intends to apply to the State of Oregon, Housing and Community Services Department (“OHCS D”) for permanent supportive housing funds for the Project; and

WHEREAS, HACC Webster Road acting as the general partner of WRH intends to apply to Metro for a Housing Bond Fund loan; and

WHEREAS, HACC Webster Road acting as the general partner of WRH intends to apply to OHCS D for an allocation of private activity bond volume cap to enable the Project to benefit from federal low income tax credits; and

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Execute, Acknowledge and Deliver the Applications and Contract Documents. The Authority is authorized in its own right or as the sole member of HACC Webster Road acting as the General Partner of WRH to execute, acknowledge and deliver the following:

- 1.1 Application to OHCS D for an allocation of private activity bond volume cap to be awarded to HACC so it may issue bonds to finance the Project and receive 4% federal low income housing tax credits;
- 1.2 Application to CCCDD for a HOME Loan;
- 1.3 Application to Metro for Housing Bond Funding;
- 1.4 Application to OHCS D for Permanent Supportive Housing Funds  
for the Project.

Section 2. Delegation. The Chair of the Board of the Housing Authority of Clackamas County or, if the Chair is not available, the Director of Health, Housing and Human Services, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a “Director”) may, on behalf of the Authority for itself or acting as the sole member of the General Partner of WRH and without further action by the Board:

Finalize the terms of, and execute, acknowledge and deliver the Applications and Contract identified in sections 1.1, 1.2, 1.3, and 1.4 (collectively the “Documents”). Before executing and delivering the Documents, the Director may, after consulting with legal counsel, make changes to the Documents that are reasonable and necessary in the Director’s discretion to facilitate the execution and delivery of the Documents. However, the changes authorized by the preceding sentence shall not materially change the Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver the Documents and any other documents and take any actions that are necessary or desirable to complete the Documents, this Resolution and Order.

DATED THIS \_\_\_\_ DAY OF JULY, 2020.

BOARD OF COMMISSIONERS FOR THE  
HOUSING AUTHORITY OF CLACKAMAS  
COUNTY

\_\_\_\_\_  
Chair

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

APPROVED AS TO FORM



COUNSEL FOR HOUSING AUTHORITY  
OF CLACKAMAS COUNTY, OREGON.

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Change Order #2 between Clackamas County and  
Banlin Construction, LLC for  
Clackamas County Children’s Commission Head Start New Classroom Building Project**

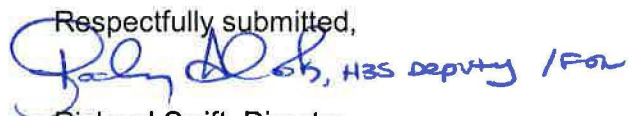
<b>Purpose/ Outcome</b>	Change Order #2 will allow additional work to be done at the request of Clackamas County Children’s Commission Head Start Program (CCCCHS). The address is 16518 S.E. River Road, Milwaukie, Oregon 97267.
<b>Dollar Amount and Fiscal Impact</b>	Original Banlin Construction Contract Amount:.....\$1,658,148.00 Change Order No.1-H3S Approved four items:.....\$ 26,691.31 (1.6%) Banlin Construction Contract Subtotal:.....\$1,684,839.31 Change Order No.2-BCC Pending seven new items:.....\$ 245,205.37 (14.8%) New Banlin Construction Contract Total:.....\$1,930,044.68 (16.4%)  <b>No County General Funds will be used for this project.</b>
<b>Funding Source</b>	CCCCHS Federal Head Start Funds
<b>Duration</b>	March 2020 through October 2020.
<b>Previous Board Action/ Review</b>	The BCC approved the Banlin Construction Contract on February 20, 2020. The BCC approved Change Order #1 on June 25, 2020.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	Counsel approved the Construction Contract on December 9, 2020.
<b>Contact Person(s)</b>	Mark Sirois – Community Development Division: Ext. 5664
<b>Contract No.</b>	H3S 9646

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Change Order #2. These changes are for additional labor and materials for the New Classroom Building Project as well as include upgrades to the Administration Building on the CCCCHS Campus. There are seven new items (Administrative Building Upgrades: HVAC, Elevator Lift replacement, flooring updates, replace old Windows, re-roof Admin. Building/ New Classroom Building: Door & Frame revisions, and relocate Storage Sheds). All parties agree with these needed additions to the Banlin Construction, LLC Contract. Community Development Staff has reviewed the additional costs and support this Change Order for \$245,205.37. Change Order #2 is an increase of (14.8%) to the total Banlin Construction Contract. Banlin Construction, LLC was selected through a competitive lowest bid process.

Several Board of County Commissioners attended the CCCCHS Groundbreaking Ceremony for this project at on March 11, 2020, in Milwaukie.

**RECOMMENDATION:** We recommend the approval of this Change Order #2 to the Construction Contract with Banlin Construction, LLC and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Gary A. ... H3S deputy / For".

Richard Swift, Director  
Health, Housing and Human Services



**CHANGE ORDER FORM**

Banlin Construction, LLC  
700 N. Devine Rd Suite B  
Vancouver, WA. 98661

( x ) Architect  
( x ) Contractor  
( x ) H3S Director

Project Name: CCCCHS–New Classroom Building  
Project Address: 16518 S.E. River Road  
Milwaukie, OR 97267

Change Order No: 2  
Contract Date: 2/24/2020  
Change Order Date: 6/18/2020  
Notice to Proceed: 3/9/2020

To: Clackamas County-Community Development  
2051 Kaen Road, Suite #245  
Oregon City, Oregon 97045

The following changes have been authorized by Clackamas County-Community Development and the Children’s Commission. See the listed changes (~~decrease/~~ increases) to the project and are deem as changes to the original construction contract:

1. \$6,263.72 – COP #5 PR-02 – Room 108 and 109 door ad framing revisions
  2. \$162,387.26 – COP #6 Main Building adds (elevator, flooring, windows, HVAC)
  3. \$69,218.33 – COP #7 – Adjacent building re-roof
  4. \$7,336.06 – COP #8 – PR-03 Shed Complex relocation
- Attached is the supporting cost documentation.

Original Contract Price .....	\$1,658,148.00
Net Change by Previous Change Orders .....	\$ 26,691.31
Contract Price prior to this Change Order .....	\$1,684,839.31
Contract Price will be (increased) ( <del>unchanged</del> ) by this Change Order .....	\$ 245,205.37
The new Contract Price including this Change Order will be .....	\$1,930,044.68

The Contract Time will be increased by this Change Order ( 0 ) calendar days. Therefore, the Substantial Completion Date will be ( n/a ), and Final Completion Date will be ( n/a ).

Approved:

by: Larry Brooks  
Digitally signed by Larry Brooks  
 DN: c=US, e=L.Brooks@BanlinConstruction.com,  
 o=Banlin Construction LLC, cn=Larry Brooks  
 Date: 2020.06.18 13:44:44-0700  
 Larry Brooks, Superintendent (date)  
 Banlin Construction, LLC

Approved:

by: J. TIM RICHARD 23 JUNE 2020  
 Tim Richard, Architect (date)  
 Architect for Children’s Commission

Approved:

by: Steve Kelly 6/24/2020  
 Steve Kelly, Project Coordinator (date)  
 Clack. Cty. Com. Dev.

Approved:

by: \_\_\_\_\_  
 Richard Swift, Director (date)  
 Health, Housing and Human Services



*Tri-Cities*  
**BANLIN CONSTRUCTION**  
 320 COLUMBIA DRIVE  
 KENNEWICK, WA, 98336  
 PHONE: (509) 586-2000  
 FAX: (509) 586-7777

*Portland/Vancouver*  
**BANLIN CONSTRUCTION**  
 700 N Devine Rd Suite B  
 Vancouver, WA, 98661  
 PHONE: (360) 433-8314  
 FAX: (360) 828-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 5 DATE: 5/29/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: **Added costs and credits per PR-02**

Schedule Effect: TBD **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
Direct GC Field Costs		0	LS	\$ 97.28	\$ -			\$ -	\$ -
Project Manager		0	Hrs	\$ 85.00	\$ -			\$ -	\$ -
Superintendent		0	Hrs	\$ 65.00	\$ -			\$ -	\$ -
Project Engineer/QC		0	Hrs	\$ 45.00	\$ -			\$ -	\$ -
Document Control		4	Hrs	\$ 45.00	\$ 180.00			\$ -	\$ 180.00
Safety		0	Hrs	\$ 58.00	\$ -			\$ -	\$ -
Carpenter		0	Hrs	\$ 56.51	\$ -			\$ -	\$ -
<b>Subcontractor Price Breakdown</b>									
NW Framing	tear down and reframe full height walls	1	LS	\$ 3,085.04		\$ 3,085.04		\$ 3,085.04	\$ 3,085.04
Sellwood	Provide Doors and Trim Credit	1	LS	\$ 3,151.11		\$ 3,151.11		\$ 3,151.11	\$ 3,151.11
Boards	Credit for (3) White boards and (2) Cork Boards	1	LS	\$ (960.00)		\$ (960.00)		\$ (960.00)	\$ (960.00)
Bell Hardware	Hardware for D108	1	LS	\$ 252.00		\$ 252.00		\$ 252.00	\$ 252.00
Banlin	Door Slider Lockset	1	LS	\$ 142.00		\$ 142.00		\$ 142.00	\$ 142.00
<b>TOTALS</b>					\$ 180.00	\$ -	\$ 5,680.15	\$ -	\$ 5,860.15

OVERHEAD: Banlin Self Perform Work	10%	\$ 18.00
OH&P: Subcontractors	5%	\$ 293.01
<b>Sub Total:</b>		<b>\$ 6,171.16</b>
B&O TAX	0.000%	\$ -
BOND & INSURANCE	1.5%	\$ 92.57
<b>SUBTOTAL</b>		<b>\$ 6,263.72</b>
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 6,263.72</b>

Owner / Rep Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





**Tri-Cities**  
**BANLIN CONSTRUCTION**  
 320 COLUMBIA DRIVE  
 KENNEWICK, WA. 98338  
 PHONE: (509) 586-2000  
 FAX: (509) 586-7777

**Portland/Vancouver**  
**BANLIN CONSTRUCTION**  
 700 N Devine Rd Suite B  
 Vancouver, WA. 98661  
 PHONE: (360) 453-8314  
 FAX: (360) 828-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 7 DATE: 6/2/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: Cost associated with re-roofing the 2 adjacent buildings next to the new addition project (gym and Classroom). New TPO at canopy areas. Includes demo, flashings Shingles, TPO. Shingles Roofing areas will have a 40 year Malarkey Product Warranty. TPO areas will have a 20 year Firestone NDL Warranty.

Schedule Effect: TBD **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs	0	LS	\$ 97.28	\$ -			\$ -	\$ -
	Project Manager	5	Hrs	\$ 85.00	\$ 425.00			\$ -	\$ 425.00
	Superintendent	0	Hrs	\$ 85.00	\$ -			\$ -	\$ -
	Project Engineer/QC	0	Hrs	\$ 45.00	\$ -			\$ -	\$ -
	Document Control	10	Hrs	\$ 45.00	\$ 450.00			\$ -	\$ 450.00
	Safety	0	Hrs	\$ 58.00	\$ -			\$ -	\$ -
	Carpenter -	0	Hrs	\$ 58.31	\$ -			\$ -	\$ -
	<b>Subcontractors and Supplies</b>								
Frontier Roofing	Shingle roofing at buildings	1	LS	\$ 49,792.00		\$ 49,792.00		\$ -	\$ 49,792.00
Frontier Roofing	TPO at canopies	1	LS	\$ 13,781.00		\$ 13,781.00		\$ -	\$ 13,781.00
		1	LS	\$ -	\$ 500.00	\$ -		\$ -	\$ 500.00
		1	LS	\$ -	\$ -	\$ -		\$ -	\$ -
			LS	\$ -	\$ -	\$ -		\$ -	\$ -
			LS	\$ -	\$ -	\$ -		\$ -	\$ -
			LS	\$ -	\$ -	\$ -		\$ -	\$ -
								\$ -	\$ -
<b>TOTALS</b>					\$ 1,375.00	\$ -	\$ 63,673.00	\$ -	\$ 64,948.00

OVERHEAD: Banlin Self Perform Work	10%	\$ 137.50
OH&P: Subcontractors	8%	\$ 3,247.40
<b>Sub Total:</b>		\$ 68,195.40
B&O TAX	0.000%	\$ -
<b>BOND &amp; INSURANCE</b>	1.8%	\$ 1,022.83
<b>SUBTOTAL</b>		\$ 69,218.33
<b>TOTAL FOR CHANGE ORDER</b>		\$ 69,218.33

Owner / Rep Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



<u>Tri-Cities</u>	<u>Portland/Vancouver</u>
BANLIN CONSTRUCTION	BANLIN CONSTRUCTION
320 COLUMBIA DRIVE	700 N Devine Rd Suite B
KENNEWICK, WA, 98336	Vancouver, WA, 98661
PHONE: (509) 589-2000	PHONE: (360) 433-9314
FAX: (509) 586-7777	FAX: (360) 828-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 8      DATE: 6/5/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: **PR-03 - Relocate Tuff Shade to new gravel pad behind parking lot, per PR-03 design. Reconfigure landscaping and irrigation as called out, including the add of trees and shrub quantities around the new shed complex location. Cost includes hoisting equipment rental and operation.**

Schedule Effect: TBD      Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
Direct GC Field Costs		0	LS	\$ 87.28	\$ -			\$ -	\$ -
Project Manager		2	Hrs	\$ 85.00	\$ 170.00			\$ -	\$ 170.00
Superintendent		0	Hrs	\$ 85.00	\$ -			\$ -	\$ -
Project Engineer/QC		0	Hrs	\$ 45.00	\$ -			\$ -	\$ -
Document Control		2	Hrs	\$ 45.00	\$ 90.00			\$ -	\$ 90.00
Safety		0	Hrs	\$ 58.00	\$ -			\$ -	\$ -
Laborer		0	Hrs	\$ 58.51	\$ -			\$ -	\$ -
<b>Subcontractors and Supplies</b>									
Paul Res	See Description and attached proposal	1	LS	\$ 8,623.47	\$ -	\$ -	\$ 8,623.47	\$ -	\$ 8,623.47
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					\$ 280.00	\$ -	\$ 8,623.47	\$ -	\$ 8,883.47

OVERHEAD: Banlin Self Perform Work	10%	\$ 26.00
OH&P: Subcontractors	5%	\$ 344.17
<b>Sub Total:</b>		\$ 7,227.64
B&O TAX	0.000%	\$ -
BOND & INSURANCE	1.5%	\$ 108.41
<b>SUBTOTAL</b>		\$ 7,336.06
<b>TOTAL FOR CHANGE ORDER</b>		\$ 7,336.06

Owner / Rep Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

July 16, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of  
Lake Oswego – Lake Oswego Adult Community Center to Provide Older Americans Act  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$12,424 for a revised agreement maximum of \$227,182. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 13, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060819-A1, 060420-A1
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9272; Subrecipient #20-007

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This amendment was delayed due to the timing of the State agreement amendment.

Page 2 – Staff Report: H3S#9272  
July 16, 2020

This amendment adds \$12,424 in funding for the 2019-20 fiscal year retro-active to April 13, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Polney Dash, H3S deputy IFA". The signature is written in a cursive style.

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9272 Subrecipient #: 20-007 Board Agenda #: 080819-A1, 060420-A1

Division: Social Services

Amendment Number: 3

Contractor: City of Lake Oswego – Lake Oswego Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and adds III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$12,424.

---

This Amendment #3, when signed by the City of Lake Oswego – Lake Oswego Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 13, 2020 and otherwise modify it as set forth herein;

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$131,529**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$119,072** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052,



93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

- b. **Other Funds.** The COUNTY's funding of **\$12,475** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$143,953**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$121,496** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
- b. **Other Funds.** The COUNTY's funding of **\$12,475** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and COUNTY's funding of **\$10,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.

- II. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 3, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 4

Amend

Lake Oswego Adult Community Center  
Fiscal Year 2019-20

City of Lake Oswego – Adult Comm. Center  
Subrecipient Grant Agreement #20-007, Amendment 3

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA III D Funds	OAA III E Funds	OAA Match	NSIP Funds	Other State Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	CARES Act	FF Act	FF & CARES Acts	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.044	93.045	93.045	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award		7,950		23,194			N/A						31,144	
Case Management	3,426	750					381					142	4,557	\$29.45
Reassurance	2,231	750					248					101	3,229	\$29.45
Info. & Assistance	3,922						436					242	4,358	\$16.23
Transportation - OAA III-B	4,687	1,000					521				469	937	6,677	\$5.00
Evidence-based Programming					715		0		0			19	715	\$37.63
FCSP Respite						5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist							0			12,457	755	1,510	13,212	\$8.25
OAA Food Service			4,678	11,215			1,560					6,768	17,452	\$2.35
OAA Meal Site Mgmt			6,967	16,702			2,323				3,384	6,768	29,376	\$3.50
NSIP Meals							0	25,350				19,500	25,350	\$1.30
<b>TOTALS</b>	\$14,266	\$10,450	\$11,644	\$51,111	\$715	\$5,536	\$7,314	\$25,350	\$0	\$12,457	\$4,608		143,451	

Source of OAA Match - Staff time

Total Contract Amount: \$131,529

Federal Award Totals \$119,072

**To Read**

**Lake Oswego Adult Community Center**  
Fiscal Year 2019-20

City of Lake Oswego – Adult Comm. Center  
Subrecipient Grant Agreement #20-007, Amendment 3

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	OAA Match	NSIP Funds	Other Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	CARES Act	FF Act	FF & CARES Acts	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.044	93.045	93.045	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award		7,950		23,194			N/A						31,144	
Case Management	3,426	750					381					142	4,557	\$29.45
Reassurance	2,231	750					248					101	3,229	\$29.45
Info. & Assistance	3,922						436					242	4,358	\$16.23
Transportation - OAA III-B	4,687	1,000					521				469	937	6,677	\$5.00
Evidence-based Programming					715		0	0				19	715	\$37.63
FCSP Respite						5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist							0			12,457	755	1,510	13,212	\$8.25
OAA Food Service			4,678	11,215			0					6,768	15,892	\$2.35
OAA Meal Site Mgmt			6,967	16,702			0				3,384	6,768	27,053	\$3.50
Site Purchased Meals - Restaurant				2,424			0				0	303	2,424	\$8.00
MOWP-Raw Food Reimbursement									10,000				10,000	
NSIP Meals							0	25,350				19,500	25,350	\$1.30
<b>TOTALS</b>	<b>\$14,266</b>	<b>\$10,450</b>	<b>\$11,644</b>	<b>\$53,535</b>	<b>\$715</b>	<b>\$5,536</b>	<b>\$3,432</b>	<b>\$25,350</b>	<b>\$10,000</b>	<b>\$12,457</b>	<b>\$4,608</b>		<b>151,993</b>	

Source of OAA Match - Staff time

**Total Contract Amount:**           \$143,953          

Federal Award Totals           \$121,496

Except as set forth herein, the COUNTY and the SUBRECIPIENT ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<b>City of Lake Oswego – Lake Oswego Adult Community Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u>Kent Studebaker</u> Kent Studebaker, Mayor	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
<u>June 18, 2020</u> Date	<b>Signing on Behalf of the Board:</b>
<b>Approved as to Content:</b> <u>Ann Adrian</u> Ann Adrian, Center Manager	<u>Richard Swift, Director</u> Health, Housing & Human Services Dept.
_____ Date	_____ Date

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement  
with Hoodland Senior Center to Provide Social Services for Clackamas  
County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #4 with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$82,291. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Council</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9316; Subrecipient #20-003

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, Ride Connection transportation pass through Special Transportation Formula funds and LIHEAP funding for services to be provided during the 2020-21 fiscal year.

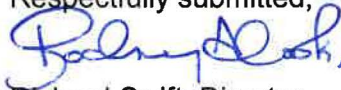
July 16, 2020  
H3S#9316

This amendment adds \$82,979 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

 H3S deputy / FOR

Richard Swift, Director

Health Housing & Human Services



**HOODLAND SENIOR CENTER**

**Fax Transmittal Form**

To

Name: *Stefanie Reid*

CC:

Phone number:

Fax number:

Email - *stefanierid@co.*

*CLACKAMAS. OR. US*

From Ella or Leita

Hoodland Senior Center

Phone: (503) 622-3331

Email address: hoodlandseniors1@gmail.com

- Urgent  
 For Review  
 Please Comment  
Please Reply

Date sent:      Time sent:

Number of pages including cover page: 2

Message:

PO Box 508  
Welches, Ore 97067

Phone: 503-622-3331  
Email: hoodlandseniors1@gmail.com

Hoodland Senior Center  
Subrecipient Grant Agreement #20-005, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<b>Hoodland Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u>Bob Boertin</u> Judith Norval, Board Chair <i>* Bob Boertin, Vice-Chair</i>	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader <i>* in behalf of Judith Norval</i>
Date _____	<b>Signing on Behalf of the Board:</b>
<b>Approved as to content:</b> <u>Ella Vogel</u> Ella Vogel, Center Manager	_____ Rodney A. Cook, Deputy Director Health, Housing & Human Services Dept.
<u>6/29/2020</u> Date _____	_____ Date _____



July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement  
with City of Gladstone – Gladstone Senior Center to Provide Social  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #4 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$54,537 for FY20/21 services. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9314; Subrecipient #20-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #4 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the City of Gladstone – Gladstone Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding and Ride Connection transportation pass through funds for services to be provided during the 2020-21 fiscal year.

July 16, 2020  
H3S#9314

This amendment adds \$54,537 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

Handwritten signature in blue ink: "Richard Swift, H3S Deputy / For". The signature is written in a cursive style.

Richard Swift, Director

Health Housing & Human Services

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9314

Subrecipient #: 20-004

Board Agenda #: 061319-A2, 043020-A4, 061120-A3

Amendment Number: 4

Division: Social Services

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$54,537.

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This Amendment #4, when signed by the City of Gladstone – Gladstone Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, SUBRECIPIENT and COUNTY desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

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

**Term and Effective Date.** This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** 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.

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$61,097**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** COUNTY's funding of **\$35,979** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,795** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
  
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$54,537**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$25,751** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$14,688** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

I. Amend: Exhibit 6 -- Budget and Units of Services - Unit Cost Schedule

Amend

CITY OF GLADSTONE - SENIOR CENTER  
 Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds						TriMet Funds	5310 Funds				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	16AORT3HD	F& CARES Act	16AIRT3PH	N/A	16AORN3IP		N/A	N/A	Funds	OR-65-312				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award		4,075			6,104		N/A									10,179	
Case Management	2,661	750					296								108 hrs	3,707	\$34.33
Reassurance	2,825	750					314								95	3,889	\$37.72
Information & Assist	3,322						369								190	3,691	\$17.44
Transportation - OAA	4,288	1,000					477							1,175	1,567	6,940	\$2.74
Community Outreach	500						56								10	556	\$50.00
PHYSICAL ACTIVITY, FALLS PREVENTION (Evidence Based)						650	0		0						86 Classes	650	\$75.00
Trans - Ride Con In Dist							0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn - Vehicle Maint.							172					1,795		0	N/A	1,967	N/A
Medicaid Transp non-medical							0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt			471	3,422	7,850		433							10,142	10,565	22,318	\$2.07
Site Purchased Meals - Restaurant					960		0									960	
OAA Nutrition Supplies & Special Event					1,000		0		50							1,000	
Medicaid Meals				(2,773)	(891)		(308)	(985)		11,925				(1,200)	1,250	5,768	\$5.57
<b>TOTALS</b>	<b>13,595</b>	<b>6,575</b>	<b>471</b>	<b>649</b>	<b>15,023</b>	<b>650</b>	<b>1,808</b>	<b>(985)</b>	<b>-</b>	<b>12,631</b>	<b>344</b>	<b>11,548</b>	<b>1,795</b>	<b>11,167</b>		<b>\$75,272</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 61,097  
 Federal Award Total \$ 37,774

**TO READ: Exhibit 6 -- Budget and Units of Services -- Unit Cost Schedule**

To Read

**CITY OF GLADSTONE - SENIOR CENTER**  
 Fiscal Year 2020-21

	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Act	16AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management	2,561					296								108 hrs	2,957	\$34.33
Reassurance	2,825					314								75	3,139	\$37.72
Information & Assist.	3,322					369								190	3,691	\$17.44
Transportation - OAA	4,288					477							1,175	1,567	5,940	\$2.74
Community Outreach	500					56								10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence based)					650	0		0						13 Classes	650	\$50.00
Trans - Ride Con In Dist						0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.						172						1,500	0	N/A	1,672	N/A
Medicaid Transp. non-medical						0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt		3,477	6,336	4,947		1,091							10,142	10,565	25,994	\$2.36
Site Purchased Meals - Restaurant		211	389	960		67								160	\$1,627	\$9.75
Medicaid Meals			(2,834)	(996)		(315)	(985)		14,688					1,250	9,557	\$7.90
<b>TOTALS</b>	13,596	3,688	3,891	4,911	650	2,527	(985)	-	15,393	344	11,548	1,500	12,367		\$69,431	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 54,537

Federal Award Total \$ 27,251



July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement  
with City of Oregon City - Pioneer Community Center to Provide Social  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #4 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$233,609 for FY20/21 services. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9270; Subrecipient #20-008

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #4 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, Ride Connection transportation pass through funds and LIHEAP funding for services to be provided during the 2020-21 fiscal year.



July 16, 2020  
H3S#9270

This amendment adds \$233,609 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

Richard Swift, Director

Health Housing & Human Services

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9270

Subrecipient #: 20-008

Board Agenda #: 0060619-A5, 043020-A2, 061120-A4

Amendment Number: 4

Division: Social Services

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$177,985.

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This Amendment #4, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

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

**Term and Effective Date.** This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** 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.

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$179,643**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this

Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** COUNTY's funding of **\$107,453** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$177,985** This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** COUNTY's funding of **\$85,477** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$44,650** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

City of Oregon City - Pioneer Community Center  
 Fiscal Year 2019-20

Amend

Federal Award Numbers	OAA IIIB	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	NSIP	OAA & Other State Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	5310 Funds	STF Funds	Funds	Funds				
	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	F & CARES Act	16AAORT3PH	16AAORNSIP			TriMet	Funds	OR-65-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.043	93.053			Funds	N/A	N/A	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award		15,275			22,889			N/A										38,164	
LIEAP Intakes								N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792	2,150						533									176	7,475	\$39.37
Reassurance (contacts)	3,770	2,150						419									149	6,339	\$39.85
Information & Assistance	3,359							374									117	3,733	\$28.615
Transportation - OAA	13,988	1,000						1,555							2,331		4,663	18,875	\$3.00
Evidence-based Programming						650		0	0								8.6 Classes	650	\$75.00
OAA Meal Site Management			3,005	15,371	28,509		0	2,043							31,875		37,500	80,803	\$2.10
Site Purchased Meals - Restaurant					3,120			0									390	3,120	\$8.00
OAA Nutrition Supplies					2,500			0										2,500	
Medicaid HDM - APD				(9,644)	(3,224)		(2,206)	(1,072)					26,712		(2,380)		2,800	8,185	\$4.46
Transportation - Ride Con In District										22,188					1,345		2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist											2,265				175		350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.								687				6,000						6,687	
Transport - non-med T19													5,024	10,306			1,095	15,330	\$14.00
<b>TOTALS</b>	<b>25,909</b>	<b>20,575</b>	<b>3,005</b>	<b>5,727</b>	<b>53,794</b>	<b>650</b>	<b>(2,206)</b>	<b>4,539</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>37,018</b>	<b>2,075</b>	<b>33,346</b>		<b>219,908</b>	

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount: \$ 179,643  
 Federal Award Totals \$ 111,925

City of Oregon City - Pioneer Community Center  
 Fiscal Year 2020-21

To Read

Federal Award Numbers	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IIID	NSIP	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAID	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	5310 Funds	STF Funds	Funds	Funds				
	16AORT3SS	16AORT3CM	16AORT3HD	CARES Act	16AORT3PH	16AORNSP			TriMet	Funds	OR-65-012	N/A	N/A	N/A				
CFDA Numbers	93.044	93.045	93.045	93.045	93.043	93.053			Funds	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
LIEAP Intakes							N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792						533									122	5,325	\$39.37
Reassurance (contacts)	3,770						419									95	4,189	\$39.85
Information & Assistance	3,359						374									117	3,733	\$28.615
Transportation - OAA	13,968						1,555							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0								8 Classes	480	\$60.00
OAA Meal Site Management		14,603	35,900	18,152			5,616							22,875	37,500	97,146	\$2.44	
Site Purchased Meals - Restaurant		680	1,270	3,120			217								520	5,287	\$9.75	
Medicaid HDM - APD			(8,732)	(2,911)		(2,994)	(971)					44,650			3,800	29,041	\$7.90	
Transportation - Ride Con In District									22,188					1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out-of Dist										2,265				175	350	2,440	\$6.47	
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A	6,687	N/A	
Transport - non-med T19												5,024	10,306		1,095	15,330	\$14.00	
<b>TOTALS</b>	<b>25,909</b>	<b>15,283</b>	<b>28,438</b>	<b>18,361</b>	<b>480</b>	<b>(2,994)</b>	<b>8,430</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>54,956</b>	<b>2,075</b>	<b>26,726</b>		<b>213,141</b>	

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only


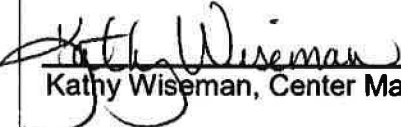
Contract Amount: \$ 177,985

Federal Award Totals \$ 91,477

City of Oregon City – Pioneer Community Center  
Subrecipient Grant Agreement #20-008, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<b>City of Oregon City – Pioneer Community Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u></u> Anthony Konkol, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date <u>6/29/2020</u>	<b>Signing on Behalf of the Board:</b>
<b>Approved as to Content:</b>	
<u></u> Kathy Wiseman, Center Manager	<u>Rodney A. Cook, Deputy Director Health, Housing &amp; Human Services Dept.</u>
Date <u>6/29/20</u>	Date _____

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #1 with  
Metropolitan Family Services to provide  
Kindergarten Readiness Partnership & Innovation Services (KPI)

<b>Purpose/Outcome</b>	Metropolitan Family Services will provide Ready Set Go! workshops in the N.Clackamas area. Ready Set Go! is a culturally responsive early learning model that brings children aged 3-5 and their caregivers together in a learning environment where Parent-Child Interaction Groups, parenting groups and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success. This Amendment extends the end date and adds funding for another year of KPI services.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$75,000 for a maximum value of \$133,295 and extends the end date to June 30, 2021. No County General Fund involved and no match required.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	102419-A4
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel reviewed and approved this document on
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9477

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Metropolitan Family Services to provide Ready Set Go! family workshops. Ready Set Go! is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. Kindergarten Readiness programs strengthen connections and collaboration between the early care and education sector and local K-12 systems and schools to support a smooth transition into Kindergarten and lifelong success.

This Local Subrecipient Grant Agreement Amend #1 is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$133,295.

**RECOMMENDATION:**

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

*Healthy Families. Strong Communities.*

Respectfully submitted,

*Richard Swift*, HHS Deputy

Richard Swift, Director  
Health, Housing & Human Services



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

Local Recipient Agreement Number: 9477                      Board Order Number: 102419-A4

Department/Division: H3S-CFCC                              Amendment No. 1

Local Recipient: Metropolitan Family Services                      Amendment Requested By: Adam Freer

Changes:  Scope of Service                               Agreement Budget  
 Agreement Time    ( ) Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation, updates Workplan, and extends the duration of the Kindergarten Partnership Innovation Grant for Metropolitan Family Services.

Maximum compensation is increased by \$75,000 for a revised maximum of \$133,295. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT 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.

**AMEND:**

2. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this agreement is \$58,295.



Kindergarten eligible children participating in RSG pre-k programs will be connected with their local elementary school prior to June 30, 2021	85% of eligible RSG children will be registered for kindergarten by June 30, 2021	# Children eligible to register for kindergarten								
		# Children registered for Kindergarten by June 30, 2021								
By June 30, 2021, a minimum of 80 RSG families will be served through in home visits or individual meetings. Individual meetings must be at least 20 minutes in length.	5% of families who were provided with home visits/individual meetings will be connected to behavioral, social, emotional or community resources meeting the needs of their children and family situation	# Families receiving home visits, individual meetings								
		# Families connected to behavioral, social, emotional, community resources/supports that meet their needs								

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct-Dec 2019	Jan-Mar 2020	April-June 2020	July - Sept 2020	Oct - Dec 2020	Jan - March 2021	April-June 2021	TOTAL
<b>READY SET GO! WICHITA SITE REPORT</b>										
By June 30, 2021 a minimum of 80 children and their parents or primary caregivers will participate in Ready Set Go (RSG) pre-kindergarten programs and classes at Wichita Community Center.	A minimum of 80 unduplicated children and their parents or primary caregivers will participate in (RSG) pre-kindergarten programs	# Parents Served								
		# Children Served								
	75% of children will score at a literacy level indicating readiness for kindergarten (measured by Get Ready to Read early literacy assessment)	# Assessed with GRTR								
		# Assessed with Pre and Post GRTR								
		# Scoring Average or Above Average on GRTR assessment								
	85% of children will improve or maintain social emotional development related to school readiness. (measured by Child Behavior Rating Scale)	# Children Assessed with CBRS								
		# Children Assessed with Pre and Post CBRS								
# Children improving/maintaining social emotional development										
By June 30, 2021, facilitate a minimum of 6 family workshops serving a minimum of 60 RSG parents/caregiver will be facilitated at Wichita Community Center. Workshops must be a minimum of 90 minutes.	A minimum of 6 family workshops serving a minimum of 60 RSG parents/caregiver will be facilitated at Wichita Community Center.	# of workshops facilitated								
		Total # parents attending workshops								
		Average # of parents per workshop								
	85% of parents will report improvement in family functioning, parent/child relationship or parenting knowledge /skills. (measured by Workshop Evaluation and/or PSL)	% Parents reporting positive improvement								
Kindergarten eligible children	85% of eligible RSG children will be registered	# Children eligible to register for kindergarten								

participating in RSG pre-k programs will be connected with their local elementary school prior to June 30, 2021	for kindergarten by June 30, 2021	# Children registered for Kindergarten by June 30, 2021								
By June 30, 2021, a minimum of 80 RSG families will be served through in home visits or individual meetings. Individual meetings must be at least 20 minutes in length.	5% of families who were provided with home visits/individual meetings will be connected to behavioral, social, emotional or community resources meeting the needs of their children and family situation	# Families receiving home visits, individual meetings								
		# Families connected to behavioral, social, emotional, community resources/supports that meet their needs								

**Children, Youth & Families Division  
 Early Learning Hub of Clackamas County  
 Work Plan 2019-2021  
 Comments and Narrative**

*Please provide updates on key strategies and deliverables as well as any changes in sustainability planning and cross-sector partnerships. . Include program successes and current challenges. Note any strategies moving forward to alleviate those challenges.*

Reporting Period	Narrative
<b>October – December 2019</b>	
<b>January-March 2020:</b>	
<b>April-June 2020:</b>	
<b>July-Sept 2020:</b>	

<b>Oct – Dec 2020:</b>	
<b>January-March 2021:</b>	
<b>April-June 2021:</b>	

### **Reporting Requirements**

**Monthly report, general ledger and reimbursement request**

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

**Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial**

- **October-December 2019**      **DUE: January 15, 2020**
- **January-March 2020**      **DUE: April 15, 2020**
- **April-June 2020**      **DUE July 15, 2020**
- **July – September 2020**      **DUE October 15, 2020**
- **October-December 2019**      **DUE: January 15, 2021**
- **January-March 2020**      **DUE: April 15, 2021**
- **April-June 2020**      **DUE July 15, 2021**

**Testimonial or story**

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

**Creation and Distribution of Educational Materials and Resources**

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

**REPLACE:**

Exhibit B: Budget Metropolitan Family Services KPI

**WITH:**

Exhibit B: BUDGET (KPI Services)			
<b>Contractor:</b>	Metropolitan Family Services		
<b>Address:</b>	1808 SE Belmont St	Contract #9477 Amend #1	
	Portland, OR 97214		
<b>Contact Person:</b>	Maria Perdomo		
<b>Phone Number:</b>	971-227-6048 ex 533		
<b>E-mail:</b>	<a href="mailto:mariap@mfs.email">mariap@mfs.email</a>		
<b>Contract Term:</b>	October 1 '19-Jun 30 '21		
Budget Category	Approved Budget Oct 1 '19-Jun 30 '20	Approved Budget July 1 '20-Jun 30 '21	Total
<b>Personnel</b>			
Program Manager	\$ 5,950.00	\$ 8,047.00	\$ 13,997.00
Site Coordinator	\$ 33,955.00	\$ 42,741.00	\$ 76,696.00
Fringe	\$ 10,780.00	\$ 13,836.00	\$ 24,616.00
<b>Total Personnel</b>	<b>\$ 50,685.00</b>	<b>\$ 64,624.00</b>	<b>\$ 115,309.00</b>
<b>Administration</b>			
Administration 15%	\$ 7,610.00	\$ 9,783.00	\$ 17,393.00
<b>Total Administration</b>	<b>\$ 7,610.00</b>	<b>\$ 9,783.00</b>	<b>\$ 17,393.00</b>
<b>Program</b>			
Materials & Supplies	\$ -	\$ 593.00	\$ 593.00
Training/Conference/Travel	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ -</b>	<b>\$ 593.00</b>	<b>\$ 593.00</b>
<b>Total Budget</b>	<b>\$ 58,295.00</b>	<b>\$ 75,000.00</b>	<b>\$ 133,295.00</b>

**REPLACE:**

Exhibit D-1: Metropolitan Family Services KPI Reimbursement Request

**WITH:**

Exhibit D-1: KPI REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</li> </ul>				
<b>Contractor:</b> Metropolitan Family Services				
<b>Address:</b>	1808 Belmont St		<b>Report Period:</b>	
	Portland, OR 97214			
<b>Contact Person:</b>	Maria Perdomo		<b>Contract:</b> KPI 9477	
<b>Phone Number:</b>	971-227-6048 ex 533		<b>Amend 1</b>	
<b>E-mail:</b>	<a href="mailto:mariap@mfs_email">mariap@mfs_email</a>			
<b>Contract Period:</b>	July 1 '20-Jun 30 '21			
Budget Category	Approved Budget July 1 '20-Jun 30 '21	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Program Manager .125 fte	\$ 8,047.00	\$ -	\$ -	\$ 8,047.00
Program Coordinator .95 fte	\$ 42,741.00	\$ -	\$ -	\$ 42,741.00
Fringe	\$ 13,836.00	\$ -	\$ -	\$ 13,836.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel</b>	<b>\$ 64,624.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,624.00</b>
<b>Administration</b>				
Administration 15% (combined personnel & program)	\$ 9,783.00	\$ -	\$ -	\$ 9,783.00
<b>Total Administration</b>	<b>\$ 9,783.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,783.00</b>
<b>Program</b>				
Materials & Supplies	\$ 593.00	\$ -	\$ -	\$ 593.00
Training/Conference/Travel	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 593.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 593.00</b>
<b>Total Grant Funds Requested</b>	<b>\$ 75,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000.00</b>
<p><i>By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.</i></p> <p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.</i></p>				

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

**AGENCY**

Metropolitan Family Service, Inc.  
1808 SE Belmont  
Portland, OR 97214

By: **Judy Strand**  
Judy Strand, CEO

Digitally signed by Judy Strand  
DN: cn=Judy Strand,  
o=Metropolitan Family Service,  
ou, email=judys@mfs\_email, c=US  
Date: 2020.06.30 10:53:08 -07'00'

Date: 6/30/2020

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services

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

Approved as to budget and work plan:

Adam Freer  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: 7.1.20



July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Clackamas Women’s Services (CWS) and the  
Community Development Division for  
ESG COVID Funding for the CWS Homeless Shelter

<b>Purpose/ Outcome</b>	The special Emergency Solutions Grant COVID (ESG CV) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARE Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant CARES Act (ESG CV) funds of \$38,750 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG CARES Act funds
<b>Duration</b>	April 1, 2020 to December 31, 2020
<b>Previous Board Action/ Review</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on June 22, 2020.
<b>Contact Person</b>	Mark Sirois, Manager - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9758

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for the purpose to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) for the CWS Homeless Shelter in Clackamas County, OR. In March of 2020 Clackamas Women’s Services (CWS) applied for special Emergency Solutions Grant (ESG) funding to provide hotel and motel vouchers among individuals and families who are homeless or receiving homelessness assistance.

**PROJECT OVERVIEW:** The CWS Homeless Shelter will provide emergency shelter services for the purpose of additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. CWS will provide emergency shelter services to survivors of sexual and domestic violence.

It is expected that the funding under this ESG CV contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

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

Respectfully submitted,



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

#9578

<b>CLACKAMAS COUNTY, OREGON</b> <b>SUBRECIPIENT GRANT AGREEMENT 20-031</b>	
Project Name: <b>ESG CV 2020</b> Project Number: <b>To Be Assigned</b>	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its <b>Health, Housing and Human Services Department,</b> <b>Community Development Division</b> ("COUNTY") and <u>Clackamas Women's Services</u> , ("SUBRECIPIENT"), an Oregon Nonprofit Organization.	
<b>Clackamas County Data</b>	
Grant Accountant: <b>Ke'ala Adolpho</b>	Program Manager: <b>Amy Council</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5410 kadolpho@clackamas.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 971-349-2949 acouncil@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b>Carla Batcheller</b>	Program Representative: <b>Angie Drake</b>
256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-654-2807 Email: angied@cwsor.org
DUNS: 959059759	

#### RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), Public Law 116-136. These special ESG Coronavirus ("ESG-CV") funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has applied for and expects to receive ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for expenditures for the **CWS Homeless Shelter** in Clackamas County, OR, related to COVID-19 response. ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System (“HMIS”). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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 becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **April 1, 2020 and expires December 31, 2020**, a total of eight (8) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* (CFR), Part 24 Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UW-41-0001). The maximum, not to exceed, grant amount that COUNTY will pay is **\$38,750**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. 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 the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed 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.

- c. Written notice provided by COUNTY that HUD has determined that ESG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that \$38,750 in Federal Funds have been obligated to COUNTY on this award. 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 Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- 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 modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **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), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all 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.

- p) **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>.
- q) **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 <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.
- r) **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.
- s) **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.
- t) **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.

COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
  - 1. Client Eligibility Determinations and documentation;
  - 2. Rental Assistance Agreements;
  - 3. Service and assistance provided;
  - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  - 5. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG 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 Clackamas County, as COUNTY, under those grant documents.
- x) **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 RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 12. 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 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- 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) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- 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) create a problem for the design or 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.

### 13. 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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 24 CFR Part 84 and 2 CFR 200.318-326.
- 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, 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.

### 14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, 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.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County 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 the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage 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.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.

The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 10) **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.
- d) **Subagreements**
- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
  - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
  - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

## 15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective

communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.

- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY'S (or SUBRECIPIENT'S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

## 16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### 17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

#### 18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with

Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

**c) Job Training and Employment for Low-income Residents -Section 3**

- i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreements or other legal incapacity exists which would prevent compliance with these requirements.
- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

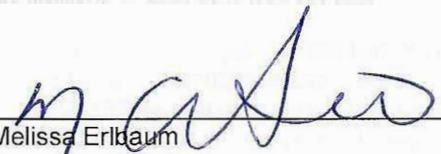
*(Signature Page Follows)*



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 6/24/20  
Printed Name Date

256 Warner Milne Rd.  
\_\_\_\_\_  
Street Address  
  
Oregon City, OR 97045  
\_\_\_\_\_  
City / State / Zip

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing & Human Service Department  
  
\_\_\_\_\_  
Date

**Approved to Form:**

Andrew Naylor (via email)  
County Counsel  
  
6/22/20  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report
- Attachment A: ESG Policies

## EXHIBIT A

### SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

#### 1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is made part of this agreement as Attachment A.

#### 2. Program Requirements

- a. Coordination with other targeted homeless services. These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
  - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-CV-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
  - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-CV-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
  - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
  - ii. Standards for targeting and providing essential services related to street outreach;
  - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;

- v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
  - vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
  - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
  - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
  - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).
- f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
- i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
  - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
- g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
- h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
- i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
  - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
- i. Housing stability case management.

- i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:
  - a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
  - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
    - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
  - i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
  - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
    - a) Written notice to the program participant containing a clear statement of the reasons for termination;
    - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - c) Prompt written notice of the final decision to the program participant.
  - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
  - i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
  - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
    - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
    - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C.

3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - e) Water supply. The shelter's water supply must be free of contamination.
  - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
  - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
  - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
  - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
  - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - iv. Water supply. The water supply must be free from contamination.
  - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
  - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
  - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

- ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
- x. Fire safety.
  - a) There must be a second means of exiting the building in the event of fire or other emergency.
  - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
  - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 84.42. For all other transactions and activities, the following restrictions apply:
  - i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
  - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
  - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
    - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
    - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
      - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
      - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
      - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;

- (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;
    - (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
    - (6) Any other relevant considerations.
  - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
  - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
  - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
  - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

**EXHIBIT A.1**

**SUBRECIPIENT SCOPE OF WORK**

I. Scope of Work for: The CWS Emergency Shelter

These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. Agency agrees to accomplish the following work under this contract:

- A. Provide emergency shelter services to survivors of domestic and sexual violence including:
  - Hotel and motel vouchers
- B. It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.
- C. These services will be provided to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic.



**EXHIBIT B**

**SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this contract shall not exceed \$38,750 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs		Source of funds
Shelter staffing	\$ _____	_____
Shelter utilities	\$ _____	_____
Shelter maintenance	\$ _____	_____
Shelter rent	\$ _____	_____
Shelter supplies	\$ _____	_____
Insurance	\$ _____	_____
Food	\$ _____	_____
Other:		
Housing Vouchers	\$ <u>38,750</u>	<u>ESG</u>
Total ESG:	\$ <u>38,750</u>	
Total Shelter Expenses:	\$ _____	



Exhibit D REQUEST FOR REIMBURSEMENT				
<b>Note: This form derives from the approved budget in your grant Agreement. Please follow instructions for completing this form as outlined in Exhibit D.1.</b>				
Subrecipient	Clackamas Women's Services	Grant Number:	20-031	
Address:	_____	Report Period:	_____	
	_____	Contract #:	_____	
Contact Person:	_____	Federal Award #:	E20-UW-41-0001	
Phone Number:	_____	CFDA(s):	14.231	
E-mail:	_____			
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.**

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Prepared by: \_\_\_\_\_  
 Authorized Signer: \_\_\_\_\_  
 Date: \_\_\_\_\_

Department Review  
 Project Officer Name:  
 Department:

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

#### **EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS**

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.
- Any timesheet(s) submitted by SUBRECIPIENT are to include: Employees' hours worked as related to shelter services, fringe benefits costs, and other related costs. SUBRECIPIENT may use their organizational timesheet once it is reviewed and approved by COUNTY.

#### **EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS**

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

**EXHIBIT F**

Required Certifications

I, Melissa Gerlbaum, Executive Director of CLACKAMAS WOMEN'S SERVICES ("SUBRECIPIENT") certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

**ESG Certifications**

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing,

appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

**Confidentiality** – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.


**Consolidated Plan** – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

**HMIS** – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program is met in the following manner:

CWS conducts exit interviews and surveys with participants in the shelter program to collect feedback.  
Additionally, the CWS Board of Directors includes individuals with lived experience.

 6/24/20  
Signature/Authorized Official Date  
Executive Director  
Title



<b>Project Name: ESG CV 2020</b>	<b>Agreement #: 20-031</b>
<b>Federal Award #: E20-UW-41-0001</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: CLACKAMAS WOMENS SERVICES</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**ATTACHMENT A: ESG POLICIES**

**Melissa Erlbaum**

**From:** Office of Justice Programs <ojp@public.govdelivery.com>  
**Sent:** Monday, June 22, 2020 11:01 AM  
**To:** Melissa Erlbaum  
**Subject:** Grantee Update #3: Updated Guidance on Short Term Administrative Relief for Grantees Impacted by COVID-19

Dear OJP Award Recipients—

On June 18, 2020, the Office of Management and Budget (OMB) issued OMB memorandum M-20-26, “*Extension of Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations*,” extending certain flexibilities for administrative relief to funding recipients affected by the loss of operational capacity due to the COVID-19 pandemic.

The Office of Justice Programs (OJP) provides short term relief for the following two requirements under 2 CFR Part 200, *Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards*. In accordance with M-20-26, these exceptions are time-limited and will expire on September 30, 2020. OJP previously provided various short term administrative, financial, and audit requirement flexibilities to its recipients based on OMB’s memorandum M-20-17 in its March 21, 2020 email to grantees, Grantee Update #2. The flexibilities provided under M-20-17 expired on June 16, 2020.

1) Allowability of salaries and other project costs: OJP will allow recipients to continue to charge salaries and benefits to their awards consistent with the recipients’ policy of paying salaries and benefits under unexpected or extraordinary circumstances from all funding sources (Federal and non-Federal). As outlined in 2 C.F.R. § 200.431 (a) and (b), benefits may include the costs of leave (“regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave ...administrative leave, and other similar benefits”), as long as they are provided under written leave policies. This flexibility expires September 30, 2020.

OJP encourages recipients to review and update (if necessary) their written leave policies to address “unexpected or extraordinary circumstances.” Recipients are required to maintain copies of the leave policies and cost documentation (as required by 2 C.F.R. § 200.302, 2 C.F.R. § 200.333, and 2 C.F.R. § 431(b)(1)) to substantiate the charging of salaries and benefits during interruption of operations or services. Recipients are to exhaust other available funding sources to sustain its workforce and implement necessary steps to save overall operational costs (such as rent renegotiations) during this pandemic period in order to preserve Federal funds for the ramp-up effort. Recipients should retain documentation of their efforts to exhaust other funding sources and reduce overall operational costs.

A recipient must ensure that it does not charge payroll costs (if any) paid for with Paycheck Protection Program loans (or Federal funds from other CARES Act programs) to its award, as this would result in the Federal government paying for the same expenditures twice.

While cooperative agreement recipients may benefit from the administrative flexibility outlined above, OJP is still requiring prior approval and Grant Adjustment Notices (GANS) for any cost or project changes related to cooperative agreement awards. Recipients should contact their OJP program managers promptly to discuss anticipated changes.

In keeping with its accountability as a pass-through entity (as applicable) to ensure that subrecipients receive any necessary guidance and information on requirements a subrecipient would need to meet so that the recipient may meet its own responsibility under the award, the recipient should take appropriate measures designed to ensure that subrecipient records (including leave policies) and cost documentation pertinent to the award are maintained consistent with this notice (and as required consistent with 2 CFR Part 200).

2) Single Audit Submission: In cases where OJP serves as the cognizant agency or has oversight for a recipient's audit, it will allow grant recipients that have not yet filed their single audits with the Federal Audit Clearinghouse as of March 19, 2020 that have normal due dates from March 30, 2020 through June 30, 2020, an extension of six (6) months beyond the normal due date. Audits with normal due dates from July 31, 2020 through September 30, 2020 will have an extension up to three (3) months beyond the normal due date. This flexibility expires December 31, 2020. Please note that recipients taking advantage of this extension should maintain documentation of the reason for the delayed filing and would still qualify as a "low-risk auditee" under the criteria of 2 CFR § 200.520 (a). Additionally, in order to provide adequate oversight of the COVID-19 Emergency Acts funding and programs, recipients and subrecipients must separately identify the COVID-19 Emergency Acts expenditures on the Schedules of Expenditures of Federal Awards and audit report findings.

Please direct questions about this guidance to your OJP grant manager, or to OJP's Office of the Chief Financial Officer by calling the Customer Service Center at 1-800-458-0786 (TTY: 202-616-3867), or via email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

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This email was sent to [melissae@cwsor.org](mailto:melissae@cwsor.org) using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Housing Alternatives (NHA) and the  
Community Development Division for  
ESG COVID Funding for the Annie Ross House

<b>Purpose/ Outcome</b>	The special Emergency Solutions Grant COVID (ESG CV) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARE Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant CARES Act (ESG CV) funds of \$38,750 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG CARES Act funds
<b>Duration</b>	April 1, 2020 to December 31, 2020
<b>Previous Board Action/ Review</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on June 22, 2020.
<b>Contact Person</b>	Mark Sirois, Manager - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9760

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for the purpose to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) for the Annie Ross House in Milwaukie, OR. In March of 2020 Northwest Housing Alternatives (NHA) applied for special Emergency Solutions Grant (ESG) funding to provide hotel and motel vouchers among individuals and families who are homeless or receiving homelessness assistance.

**PROJECT OVERVIEW:** The Annie Ross House will provide emergency shelter services for the purpose of additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. NHA will provide emergency shelter services to households experiencing homelessness as a direct response to the coronavirus public health pandemic and the economic impacts.

It is expected that the funding under this ESG CV contract will assist approximately 60 homeless families with shelter services during the program year.

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

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

<b>#9760</b>		<b>CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-032</b>	
Project Name: <b>ESG CV 2020</b>			
Project Number: <b>To Be Assigned</b>			
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its <b>Health, Housing and Human Services Department,</b> <b>Community Development Division</b> ("COUNTY") and <b>Northwest Housing Alternatives, Inc.</b> , ("SUBRECIPIENT"), an Oregon Nonprofit Organization.			
<b>Clackamas County Data</b>			
Grant Accountant: <b>Ke'ala Adolpho</b>		Program Manager: <b>Amy Council</b>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5410 kadolpho@clackamas.us		Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 971-349-2949 acouncil@clackamas.us	
<b>Subrecipient Data</b>			
Finance/Fiscal Representative: <b>Vickie Howard</b>		Program Representative: <b>Peter Rosenblatt</b>	
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.121 Email: howard@nwhousing.org		Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.103 Office rosenblatt@nwhousing.org	
DUNS: 180757437			

### RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), Public Law 116-136. These special ESG-Coronavirus ("ESG-CV") funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has applied for and expects to receive ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for expenditures for **Annie Ross House**, in Milwaukie, OR, related to COVID-19 response. ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving

homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System (“HMIS”). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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 becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **April 1, 2020 and expires December 31, 2020**, a total of eight (8) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* (“CFR”), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The COUNTY’s funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to the COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UW-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$38,750**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. 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. If the maximum compensation amount is increased by amendment, the amendment must be fully executed 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.
- c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that **\$38,750** in Federal Funds have been obligated to COUNTY on this award. 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 Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.



Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- 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 the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **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), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all 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.

- p) **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>.
- q) **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 <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.
- r) **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.
- s) **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 the SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **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.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;
  2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, 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 COUNTY, under those grant documents.
- x) **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 RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By

way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 12. 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 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- 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) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- 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) create a problem for the design or 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.

### 13. 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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 24 CFR Part 84 and 2 CFR 200.318-326.
- 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, 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.

### 14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, 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.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County 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 the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage 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.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.

The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **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.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
  - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
  - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

**15. Other Federal Requirements**

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.
- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.



- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY’S (or SUBRECIPIENT’S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

## 16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreeementing agency setting forth the provisions of this nondiscrimination clause.

- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## 17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreeementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

## 18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the

performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

**c) Job Training and Employment for Low-income Residents -Section 3**

- i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:  
  
*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.

- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

*(Signature Page Follows)*



## EXHIBIT A

### SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

#### 1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is made part of this agreement as Attachment A.

#### 2. Program Requirements

- a. Coordination with other targeted homeless services.
  - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
  - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
  - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
  - ii. Standards for targeting and providing essential services related to street outreach;
  - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a

- list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
  - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
  - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
  - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
  - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).
  - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
    - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
    - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
  - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
  - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
    - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
    - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
  - i. Housing stability case management.
    - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:

- a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
  - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
    - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
  - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
    - a) Written notice to the program participant containing a clear statement of the reasons for termination;
    - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - c) Prompt written notice of the final decision to the program participant.
  - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
- i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
  - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
    - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
    - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.



- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - e) Water supply. The shelter's water supply must be free of contamination.
  - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
  - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
  - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
  - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
  - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - iv. Water supply. The water supply must be free from contamination.
  - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
  - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
  - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
  - x. Fire safety.

- a) There must be a second means of exiting the building in the event of fire or other emergency.
  - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
  - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 84.42. For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
  - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
  - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
    - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
    - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
      - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
      - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
      - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
      - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;

- (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
    - (6) Any other relevant considerations.
  - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
  - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
  - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
  - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

**EXHIBIT A.1**

**SUBRECIPIENT SCOPE OF WORK**

I. Scope of Work for: Northwest Housing Alternatives, Annie Ross House

These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. Agency agrees to accomplish the following work under this contract:

- A. Provide emergency shelter services to homeless families including:
  - Hotel and motel vouchers
- B. It is expected that the funding under this ESG contract will assist approximately 60 homeless families with shelter services during the program year.
- C. These services will be provided to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic.

**EXHIBIT B**  
**SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this contract shall not exceed \$38,750 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs		Source of funds
Shelter staffing	\$ _____	_____
Shelter utilities	\$ _____	_____
Shelter maintenance	\$ _____	_____
Shelter rent	\$ _____	_____
Shelter supplies	\$ _____	_____
Insurance	\$ _____	_____
Food	\$ _____	_____
Other:		
Housing Vouchers	\$ <u>38,750</u>	<u>ESG</u>
Total ESG:	\$ <u>38,750</u>	
Total Shelter Expenses:	\$ _____	

**EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Housing Alternatives

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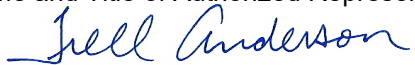
Organization Name

Award Number or Project Name

Trell Anderson

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Name and Title of Authorized Representative



07/02/2020

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Signature

Date

**Exhibit D  
 REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.  
 Please follow instructions for completing this form as outlined in Exhibit D.1.**

<b>Subrecipient</b>	<u>Northwest Housing Alternatives, Inc</u>	<b>Grant Number:</b>	<u>20-032</u>
<b>Address:</b>	_____	<b>Report Period:</b>	_____
	_____	<b>Contract #:</b>	_____
<b>Contact Person:</b>	_____	<b>Federal Award #:</b>	<u>E20-UW-41-0001</u>
<b>Phone Number:</b>	_____	<b>CFDA(s):</b>	<u>14.231</u>
<b>E-mail:</b>	_____		

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	\$ -	\$ -	\$ -	\$ -

**ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.**

**Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.**

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:**

**Department:**

Signature: \_\_\_\_\_

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

#### **EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS**

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.



## **EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS**

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

## EXHIBIT F

### Required Certifications

I, Trell Anderson, Executive Director of Northwest Housing Alternatives (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

### **ESG Certifications**

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

**Confidentiality** – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

**HMIS** – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating

facilities assisted under the ESG program is met in the following manner:

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*Jill Anderson*

07/02/2020

Signature/Authorized Official

Date

Executive Director

Title

<b>Project Name: ESG CV 2020</b>	<b>Agreement #: 20-032</b>
<b>Federal Award #: E20-UW-41-0001</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**ATTACHMENT A: ESG POLICIES**

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Family Services (NWFS) and the  
Community Development Division for  
ESG COVID Funding for the Casa Esperanza House

<b>Purpose/ Outcome</b>	The special Emergency Solutions Grant COVID (ESG CV) program, as authorized by the Coronavirus Aid, Relief, and Economic Securities Act (CARE Act). Special funding is to be used as a direct response to the COVID pandemic and its impacts on individuals and families.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant CARES Act (ESG CV) funds of \$8,500 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG CARES Act funds
<b>Duration</b>	April 1, 2020 to December 31, 2020
<b>Previous Board Action/ Review</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on June 22, 2020.
<b>Contact Person</b>	Mark Sirois, Manager - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9761

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for the purpose to prevent, prepare for, and respond to the coronavirus pandemic (COVID 19) for the Casa Esperanza House in Portland, OR. In March of 2020 Northwest Family Services (NWFS) applied for special Emergency Solutions Grant (ESG) funding to provide eligible operating and maintenance services needed.

**PROJECT OVERVIEW:** The Casa Esperanza House will provide cleaning and disinfectant services as requested for emergency shelters for the purpose of additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. NWFS will provide emergency shelter services to survivors of sexual and domestic violence.

It is expected that the funding under this ESG CV contract will assist approximately 20 survivors of domestic and sexual violence with shelter services during the program year.

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

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing Human Services

<b>#9760</b>		<b>CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 20-032</b>	
Project Name: <b>ESG CV 2020</b>			
Project Number: <b>To Be Assigned</b>			
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its <b>Health, Housing and Human Services Department,</b> <b>Community Development Division</b> ("COUNTY") and <b>Northwest Housing Alternatives, Inc.</b> , ("SUBRECIPIENT"), an Oregon Nonprofit Organization.			
<b>Clackamas County Data</b>			
Grant Accountant: <b>Ke'ala Adolpho</b>		Program Manager: <b>Amy Council</b>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5410 kadolpho@clackamas.us		Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 971-349-2949 acouncil@clackamas.us	
<b>Subrecipient Data</b>			
Finance/Fiscal Representative: <b>Vickie Howard</b>		Program Representative: <b>Peter Rosenblatt</b>	
Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.121 Email: howard@nwhousing.org		Northwest Housing Alternatives, Inc. 2316 SE Willard Street Milwaukie, OR 97222 Phone: 503-654-1007 ext.103 Office rosenblatt@nwhousing.org	
DUNS: 180757437			

### RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended and authorized by the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), Public Law 116-136. These special ESG-Coronavirus ("ESG-CV") funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic ("COVID-19") among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. COUNTY has applied for and expects to receive ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for expenditures for **Annie Ross House**, in Milwaukie, OR, related to COVID-19 response. ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving



homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System (“HMIS”). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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 becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **April 1, 2020 and expires December 31, 2020**, a total of eight (8) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UW-41-0001 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* (“CFR”), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** The COUNTY’s funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to the COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UW-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$38,750**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. 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. If the maximum compensation amount is increased by amendment, the amendment must be fully executed 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.
- c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that **\$38,750** in Federal Funds have been obligated to COUNTY on this award. 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 Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.

Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- 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 the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **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), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all 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.

- p) **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>.
- q) **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 <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.
- r) **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.
- s) **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 the SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **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.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;
  2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, 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 COUNTY, under those grant documents.
- x) **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 RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By

way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 12. 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 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- 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) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- 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) create a problem for the design or 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.

### 13. 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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 24 CFR Part 84 and 2 CFR 200.318-326.
- 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, 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.

### 14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, 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.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County 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 the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage 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.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **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.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.



The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **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.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
  - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
  - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

**15. Other Federal Requirements**

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.
- d) **Uniform Administrative Requirements.** The requirements of 24 CFR part 84 apply to SUBRECIPIENT except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.

- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY’S (or SUBRECIPIENT’S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

## 16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreeementing agency setting forth the provisions of this nondiscrimination clause.

- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## 17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreeementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

## 18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the

performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

**c) Job Training and Employment for Low-income Residents -Section 3**

- i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:  
  
*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.

- v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

*(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.

**NORTHWEST HOUSING ALTERNATIVES**

By: Trell Anderson  
Trell Anderson  
Executive Director

Trell Anderson 07/02/2020  
Printed Name Date

2316 SE Willard Street  
Street Address  
Milwaukie, OR 97222  
City / State / Zip

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Rod Cook, Assistant Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

**Approved to Form:**

Andrew Naylor via email  
County Counsel

6/22/20  
\_\_\_\_\_  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report
  
- Attachment A: ESG Policies

## EXHIBIT A

### SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

#### 1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is made part of this agreement as Attachment A.

#### 2. Program Requirements

- a. Coordination with other targeted homeless services.
  - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR Part 576.400(b).
  - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
  - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
  - ii. Standards for targeting and providing essential services related to street outreach;
  - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
  - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
  - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a



- list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
  - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
  - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
  - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
  - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).
  - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
    - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
    - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
  - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
  - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
    - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
    - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
  - i. Housing stability case management.
    - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:

- a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
  - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
    - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
  - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
    - a) Written notice to the program participant containing a clear statement of the reasons for termination;
    - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - c) Prompt written notice of the final decision to the program participant.
  - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
- i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
  - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
    - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
    - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
  - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - e) Water supply. The shelter's water supply must be free of contamination.
  - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
  - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
  - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
  - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
  - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
  - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
  - iv. Water supply. The water supply must be free from contamination.
  - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
  - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
  - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
  - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
  - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
  - x. Fire safety.

- a) There must be a second means of exiting the building in the event of fire or other emergency.
  - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
  - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 84.42. For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph 7.14.2 of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
  - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
  - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
    - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
    - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
      - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
      - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
      - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
      - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;

- (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
    - (6) Any other relevant considerations.
  - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
  - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
  - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
  - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

**EXHIBIT A.1**

**SUBRECIPIENT SCOPE OF WORK**

I. Scope of Work for: Northwest Housing Alternatives, Annie Ross House

These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. Agency agrees to accomplish the following work under this contract:

- A. Provide emergency shelter services to homeless families including:
  - Hotel and motel vouchers
- B. It is expected that the funding under this ESG contract will assist approximately 60 homeless families with shelter services during the program year.
- C. These services will be provided to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic.

**EXHIBIT B**  
**SUBRECIPIENT PROGRAM BUDGET**

- A. The total compensation under this contract shall not exceed \$38,750 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs		Source of funds
Shelter staffing	\$ _____	_____
Shelter utilities	\$ _____	_____
Shelter maintenance	\$ _____	_____
Shelter rent	\$ _____	_____
Shelter supplies	\$ _____	_____
Insurance	\$ _____	_____
Food	\$ _____	_____
Other:		
Housing Vouchers	\$ <u>38,750</u>	<u>ESG</u>
Total ESG:	\$ <u>38,750</u>	
Total Shelter Expenses:	\$ _____	

**EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

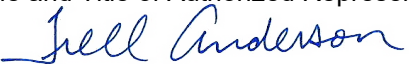
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Housing Alternatives

Organization Name	Award Number or Project Name
Trell Anderson	
Name and Title of Authorized Representative	
	07/02/2020
Signature	Date



**Exhibit D  
 REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.  
 Please follow instructions for completing this form as outlined in Exhibit D.1.**

<b>Subrecipient</b> <u>Northwest Housing Alternatives, Inc</u>	<b>Grant Number:</b> <u>20-032</u>
<b>Address:</b> _____	<b>Report Period:</b> _____
	<b>Contract #:</b> _____
<b>Contact Person:</b> _____	<b>Federal Award #:</b> <u>E20-UW-41-0001</u>
<b>Phone Number:</b> _____	<b>CFDA(s):</b> <u>14.231</u>
<b>E-mail:</b> _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	\$ -	\$ -	\$ -	\$ -

**ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.**

**Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.**

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

#### **EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS**

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.

## **EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS**

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

## EXHIBIT F

### Required Certifications

I, Trell Anderson, Executive Director of Northwest Housing Alternatives (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

### **ESG Certifications**

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

**Confidentiality** – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

**HMIS** – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating

facilities assisted under the ESG program is met in the following manner:

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*Jill Anderson*                      07/02/2020  
Signature/Authorized Official                      Date

Executive Director  
Title

<b>Project Name: ESG CV 2020</b>	<b>Agreement #: 20-032</b>
<b>Federal Award #: E20-UW-41-0001</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: NORTHWEST HOUSING ALTERNATIVES, INC.</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## EXHIBIT G: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**ATTACHMENT A: ESG POLICIES**





**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

Capt. Malcolm McDonald  
 Director

July 7, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and City of Happy Valley to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$32,300.00 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Happy Valley.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Happy Valley.

Respectfully submitted,

Malcolm McDonald, Director  
 Community Corrections

## AMENDMENT No. 1

This Amendment No. 1 is to that Intergovernmental Agreement (Agreement) between the City of Happy Valley (Agency) and Clackamas County (County) regarding Community Service Work Crew services provide by the County.

Whereas, the Agreement became effective July 1, 2019.

Whereas, the Agreement terminates on June 30, 2020, unless formally extended by the parties in writing.

Whereas, the Agreement provides for three (3) one-year extensions.

Whereas, the purpose of this Amendment No. 1 is to extend the Agreement for one year.

Whereas, based on the foregoing recitals, the parties agree to the following amendment to the Agreement:

1. Section 1 "Term" is amended to provide:

1. Term. This Agreement shall be effective on July 1, 2020, and shall expire as set forth herein or on June 30, 2021, but may be renewed for two (2) additional one (1) year terms upon written approval of both parties.

2. All other terms and conditions of the Agreement are unchanged and remain in full force and effect.

This Amendment No. 1, when signed by City of Happy Valley and the Board of County Commissioners, on behalf of Clackamas County, will become part of the Agreement signed September 5, 2019.

[signatures on following page]

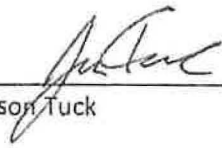
**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**City of Happy Valley**  
16000 SE Misty Drive  
Happy Valley, OR 97086  
(503) 783-3842

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

\_\_\_\_\_  
City Manager

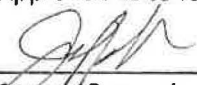
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jason Tuck

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

6-24-2020  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel



**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

Capt. Malcolm McDonald  
 Director

July 7, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and Clackamas River Water to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Clackamas River Water.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$5,950.00 in revenue to support the Community Service program.
<b>Funding Source</b>	Clackamas River Water
	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas River Water. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas River Water.

Respectfully submitted,

Malcolm McDonald, Director  
 Community Corrections

CRW Contract #  
00200-07-2019  
Amendment 1

**CLACKAMAS RIVER WATER AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CLACKAMAS RIVER WATER (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

**AMEND:**

**1. Term**

**CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas River Water and the Board of County Commissioners, on behalf Clackamas County, will become part of the contract document dated July 11, 2019.

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Clackamas River Water**  
PO Box 2439  
Clackamas, OR 97015  
(503) 722-9220

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

*Sherry French*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

*Sherry French / Board President*  
\_\_\_\_\_  
Printed Name/Title

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

June 18, 2020  
\_\_\_\_\_  
Date

Approved as to form

*[Signature]*  
\_\_\_\_\_  
County Counsel



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

July 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections and County Fair Board to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Clackamas County Fair Board.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$5,000.00 in revenue to support the Community Service program.
<b>Funding Source</b>	Clackamas County Fair Board.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas County Fair Board Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas County Fair Board

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections

## **CLACKAMAS COUNTY FAIR BOARD AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and Clackamas County Fair Board (AGENCY) Dated June 12, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

### **AMEND:**

#### **1. Term**

### **CHANGE TO ADD;**

The contract term will be effective upon full execution and terminate June 30, 2021. This serves as 1 (one) of 3 (three) renewals on this contract dated June 12, 2019.

This Amendment, when signed by the Clackamas County Fair Board and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 12, 2019.



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

**Clackamas County**

Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Governmental Unit**

Clackamas County Fair Board  
Laurie Bothwell-Executive Director  
(503) 263-9208

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

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Laurie Bothwell  
\_\_\_\_\_  
Printed Name/Title

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

June 12, 2020  
\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel



July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between  
Clackamas Education Service District and Clackamas County  
for Internet Service and Data Backup Service**

<b>Purpose/Outcomes</b>	Continued provision of Internet service to Library District member libraries.
<b>Dollar Amount and Fiscal Impact</b>	Funds budgeted at \$13,400 annually for a total not to exceed \$40,200 for the three years of the IGA.
<b>Funding Source</b>	General fund (BCS Library Support Services)
<b>Duration</b>	Upon execution through June 30, 2023
<b>Strategic Plan Alignment</b>	The purpose of this IGA aligns with the Key Initiative of “making high speed internet available throughout the County.” The Internet service provided by this agreement provides high speed Internet to library users and residents across the County, at all 13 public libraries.
<b>Previous Board Action</b>	IGA dated 6/8/2017 between Clackamas Educational Service District (CESD) and Clackamas County for Data Center Hosting and computing Services.
<b>Counsel Review</b>	This intergovernmental agreement has been reviewed and approved by County Counsel on 6/25/2020 (AN).
<b>Contact Person</b>	Kathryn Kohl, Library Network Manager, 503.723.4889 Laura Zentner, BCS Director, 503.742.4351

**BACKGROUND:**

Clackamas County is responsible for the provision of Internet service to Library District member libraries. Since 2012, Clackamas County has contracted with the Clackamas Educational Service District (CESD) to provide these services. CESD also provides optional data backup services.

Business and Community Services wishes to continue obtaining Internet services from CESD via an intergovernmental agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve the Intergovernmental Agreement between Clackamas Education Service District and Clackamas

County for Data Center Hosting and Computing Services, and authorize Laura Zentner, BCS Director, or Sarah Eckman, BCS Deputy Director, to sign the agreement.

Respectfully submitted,

*Laura Zentner*

Laura Zentner, Director  
Business and Community Services

**ATTACHMENTS:**

- Intergovernmental Agreement between Clackamas Education Service District and Clackamas County for Internet Service.



**STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)**  
*Library Information Network of Clackamas County – Internet Service*

This agreement (“Agreement”) is between **CLACKAMAS EDUCATION SERVICE DISTRICT** (“CESD”) and **CLACKAMAS COUNTY** on behalf of its Library Information Network (“COUNTY”), (collectively, the “Parties”).

**Service Description**

The Parties agree as follows:

**Term of Agreement.** The initial Agreement term will be **July 1, 2020** through **June 30, 2023**, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first. If no termination notice is received by the end of the Agreement term date, then this contract, automatically renews for a period of one (1) year.

**Scope of Work; Payment.** CESD will provide services as described below. As compensation for such services, CESD will invoice the COUNTY for charges at the stated rates (Section 2) below. Charges will be invoiced **annually** for services, unless otherwise noted and payable to CESD thirty (30) days after receipt of invoice.

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The **CESD** shall be responsible for the following:

- Providing services as described in SECTION II

The **COUNTY** shall be responsible for the following:

- Providing technical staff or needed equipment as needed to utilize service as described in SECTION II
- 

**STANDARD TERMS AND CONDITIONS**

1. **Subcontracts and Assignment.** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CESD may subcontract, in whole or in part, its performance under this Agreement.
2. **Termination.** This Agreement may be terminated (a) by mutual agreement at any time or (b) by either party upon not less than **ninety (90)** calendar days’ advance written notice. Upon termination, CITY agrees to pay CESD any expenses directly attributable to the termination.
3. **Access to Records.** Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
4. **Compliance with Applicable Law.** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.
5. **COUNTY’s Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, COUNTY agrees to indemnify, hold harmless, and reimburse, CESD, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys’ fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of COUNTY, its employees, subconsultants, or anyone for whose acts COUNTY is responsible.

*Lead, serve and innovate for learning.*

(503) 675-4000

clackesd.org

13455 SE 97th Avenue, Clackamas, OR 97015

6. **CESD's Indemnification.** CESD agrees to indemnify, hold harmless, and reimburse, COUNTY, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys' fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CESD, its employees, subconsultants, or anyone for whose acts CESD is responsible.
7. **Force Majeure.** In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions, or action of governmental authorities, or of any civil or military authority, national emergency, or lockout, labor shortage, or materials shortage.
8. **Governing Law; Arbitration.** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. All claims, disputes and other matters in question between CESD and CITY arising out of or relating to this Agreement will be subject to binding arbitration through Arbitration Service of Portland, Inc..
9. **Entire Contract.** This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.
10. **Waiver; Severability.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void, or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
11. **Modification.** No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.
12. **Notices.** Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission, (3) electronic mail or (4) delivery by courier or messenger service that maintains records of its deliveries.
13. **Signatures.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of CESD and CITY, respectively.
14. **COUNTY's Waiver of Consequential Damages.** County agrees that neither CESD nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.
15. **CESD's Waiver of Consequential Damages.** CESD agrees that neither CITY nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.

16. **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.

17. **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.

I have read this contract, including all exhibits and attachments, if applicable. I certify that I have the authority to sign and enter into this contract and agree to be bound by its terms.

**SIGNATURES**

**CLACKAMAS EDUCATION SERVICE DISTRICT      CLACKAMAS COUNTY**

BY:   
CESD Superintendent

BY: \_\_\_\_\_  
Authorized Signature

Date: 07/07/2020

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

**SECTION II**

**Service Description and Fees**  
***LINCC – Internet & Data Center Service***

Service Description:

CESD agrees to provide to COUNTY Internet service of no less than 1000 megabits per second (Mbs) with bursting up to the limit of the physical or logical connection. Under the condition and subject to the terms of this agreement and provided there is no negative impact to the overall health of CESD’s network.

CESD also agrees to provide to COUNTY disk-to-disk backup service with a client access web portal for self restores and deduplication & compression prior to storage.

Fee:

COUNTY agrees to pay CESD the fees and rates listed below:

Internet Usage Fee Schedule\*:

(Per month, billed annually)

<u>Fee (per Mb/Month)</u>	<u>Monthly Total</u>	<u>Annual Total</u>
	\$700	\$8,400.00

\*Usage determined by 95<sup>th</sup> Percentile average monthly usage collected by Cacti and audited by CESD Network staff.

Disk-to-disk Service Fee Schedule\*:

(Per month, billed annually)

<u>Fee (per GB stored)</u>	<u>Monthly Total</u>	<u>Annual Total**</u>
\$.20	Varies	Varies

\*\*Annual total will not exceed \$5,000 unless there is a mutual amendment to this agreement.



July 16, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Amendment #3 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Course**

<b>Purpose/Outcomes</b>	The purpose is to extend the term of the current Contract for an additional three months to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact as contract automatically extends for 180 days following June 30, 2020 if parties have not completed negotiations for a five-year extension of the agreement. County Counsel has advised that signing a limited extension for 90 days would be preferable to relying on the 180 day clause.
<b>Funding Source</b>	Golf course sales and fees.
<b>Duration</b>	The contract was originally executed on January 13, 2005 and as previously amended, expires on June 30, 2020. By execution of this Amendment #3, the parties agree to extend the term of the Contract for an additional three months to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• This agreement supports the BCC goal of growing a vibrant economy by enhancing our local community with a sought-after municipal golf course.</li> <li>• This agreement also supports the BCS Economic Development goal of providing services to policymakers, community partners and businesses so they can locate or expand their business in Clackamas County by maintaining public features that attract businesses and residents to Clackamas County.</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• Initial contract signed on January 13, 2005, and continued for an initial period of five years with the opportunity for mutually agreeable five year extensions.</li> <li>• Amendment #1 was signed by former BCS Director Dan Zinzer on behalf of the Board of County Commissioners (BCC) on June 30, 2009 and extended the term from January 1, 2010 through December 31, 2014.</li> <li>• Amendment #2 extending the contract term was signed by BCC Board Chair John Ludlow on December 18, 2014, extending the term from January 1, 2015 through June 30, 2020.</li> </ul>
<b>Counsel Review</b>	This amendment #3 was reviewed and approved as to form by County Counsel on June 29, 2020. ARN
<b>Contact Person</b>	Laura Zentner, BCS Director, 503.742.4351 Sarah Eckman, BCS Deputy Director, 503.742.4303



**BACKGROUND:**

Clackamas County has had a contract with Total Golf Management Services, LLC (TGMS) for management services for the operation of Stone Creek Golf Club since 2005. TGMS has done an exceptional job of managing the operations of the golf course and associated facilities.

Per the terms set forth in the original agreement, the agreement has had two five-year extensions, and it is the intention of Business and Community Services to extend the contract for one more five-year term.

Due to COVID-19, BCS has been delayed in negotiating a contract renewal with TGMS prior to June 30, 2020. Fortunately, the contract does automatically continue for 180 days following June 30, 2020 in the event negotiations are not complete. However, County Counsel has advised that signing a limited extension for 90 days would be preferable to relying on the 180 day clause.

BCS is asking for Board approval for a short-term, three month, extension of the current contract to allow time to negotiate a five-year extension with TGMS.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached Amendment #3 to the contract with Total Golf Management Services LLC for Management Services for the Operation of Stone Creek Golf Course.

**ATTACHMENTS:**

- Stone Creek Contract Amendment #3
- Stone Creek – TGM – Management of Stone Creek Golf Club – Original
- Stone Creek – TGM – Management Services for the Operation of Stone Creek Golf Course – Amendment #1
- Stone Creek – TGM – Management Services for the Operation of Stone Creek Golf Course – Amendment #2

Respectfully submitted,



Laura Zentner, CPA  
Director, Business & Community Services

**AMENDMENT #3  
TO THE CONTRACT DOCUMENTS WITH TOTAL GOLF MANAGEMENT SERVICES, LLC  
FOR THE MANAGEMENT SERVICES FOR THE OPERATION OF STONE CREEK GOLF  
COURSE**

This Amendment #3 is entered into between **Total Golf Management Services, LLC** ("TGMS") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **January 13, 2005** ("Contract"), as subsequently amended.

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE 2, Section 2.7. Term of Agreement** is hereby amended as follows:

The Contract, as previously amended, expires on June 30, 2020. By execution of this Amendment #3, the parties agree to extend the term of the Contract for an additional three months to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term. The Contract termination date is hereby changed to **September 30, 2020**. Any potential future extension of the Contract shall only be effective upon execution of a written amendment on terms acceptable to both parties.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

**Total Golf Management Services, LLC**

**Clackamas County**

Gordon B Tolbert      7.8.20  
Authorized Signature      Date

\_\_\_\_\_  
,      Date

Gordon B Tolbert  
Printed Name

\_\_\_\_\_  
Date

# MANAGEMENT SERVICES FOR THE OPERATION OF STONE CREEK GOLF CLUB

This Agreement ("Agreement") is by and between Clackamas County, a political subdivision of the State of Oregon (the "County"), and Total Golf Management Services, LLC, an Oregon limited liability company ("TGMS").

## Recitals

A. The County owns certain real property located in Clackamas County, Oregon, and more particularly described as Stone Creek Golf Club (an 18 hole golf course) and golf related amenities (collectively, the "Golf Course").

B. The County desires to engage TGMS to provide consulting services regarding the operation and maintenance of the Golf Course. The County further desires to engage TGMS as the on site operator of the Golf Course for the purpose of operating and maintaining the Golf Course and the facilities and equipment associated therewith.

C. TGMS represents that they are an experienced professional management company, knowledgeable in the management, operation and maintenance of golf courses.

**NOW, THEREFORE**, in consideration of the foregoing recitals and representations, and in consideration of the mutual promises herein set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## AGREEMENT

### 1 ARTICLE I: MANAGEMENT

This Article I shall become effective upon the Commencement Date defined in Article II, Section 2.5 of this Agreement.

#### 1.1 Operation of the Golf Course

1.1.1 Services to Be Performed by TGMS/County Control. Subject to the terms of this Agreement, the County directs TGMS as an agent of the County, on a fee for services basis, to direct, supervise, and operate the Golf Course including the playing and practice facilities, the clubhouse, restaurant, and all other related facilities. TGMS will employ all personnel necessary for these operations, and perform all other activities necessary to operate and maintain the Golf Course. TGMS agrees to operate and maintain the Golf Course pursuant to this Agreement and for County's account and shall determine the programs and policies to be followed in connection therewith. Such policies and programs shall be consistent with the standards set forth in Article I, Section 1.1.3, and shall be formulated in consultation with County and subject to County approval. After

granting such approval, County agrees to delegate to TGMS implementation of the approved programs and policies, subject to County review and oversight.

1.1.2 Preparation for Commercial Operation. Promptly upon execution of this Agreement, TGMS will prepare the Golf Course for commercial operation and fully equip the Golf Course with a reasonable stock of equipment, merchandise, supplies, spare parts and consumables necessary to operate the Golf Course in accordance with this Agreement.

1.1.3 Standards for Performance of Services. TGMS will:

1.1.3.1 Operate and maintain the Golf Course in a clean, safe, efficient and Environmentally Acceptable manner and in accordance with Prudent Industry Practices;

(i) "Environmentally Acceptable" means complying with all applicable federal, state and local laws, ordinances and regulations relating to Hazardous Substances.

(ii) "Prudent Industry Practices" means the practices, methods, level of care and equipment, as changed from time to time, that are commonly used to operate and maintain safely and consistently with applicable statutes, regulations and codes golf course developments of approximately the same size, quality and type as the Golf Course.

(iii) "Hazardous Substance" means:

(a) any material defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) and the rules and regulations promulgated thereunder, as each may be amended from time to time;

(b) any material which by reason of its composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act (42 U. S.C. § 6901 et seq.) and the rules and regulations promulgated thereunder, as each may be amended from time to time;

(c) any pesticide, insecticide, fungicide, rodenticide or other material or substance used for preventing, destroying, repelling or mitigating any pest, including any insect, rodent, nematode, fungus or weed;

(d) petroleum or any petroleum byproduct; and

(e) any other material, substance or waste described or defined as a “pollutant” or a “contaminant” or described as “hazardous”, “toxic”, or “radioactive” or by words of similar import under any applicable federal, state or local laws, rules or regulations, as each may be amended from time to time.

1.1.3.2 Perform the services to be provided hereunder in all material respects in a prudent and efficient manner and in accordance with:

- (i) all manufacturer’s warranties, the Operation and Maintenance Procedure Manuals and the Administrative Procedures Manual;
- (ii) all applicable rules, laws, regulations, codes, permits, licenses and standards;
- (iii) the Project Agreements; and
- (iv) this Agreement;

1.1.3.3 Use diligent efforts to perform in accordance with the applicable Annual Operating Plan;

1.1.3.4 Except as otherwise specified in this Agreement, obtain all licenses and permits required to allow TGMS to do business in the jurisdictions where its services are to be performed;

1.1.3.5 Use generally accepted practices and technologies with the object of (i) optimizing Golf Course revenues, (ii) optimizing the useful life of the Golf Course and equipment at the Golf Course, and (iii) minimizing the costs of operating the Golf Course; and

1.1.3.6 Devote such time and personnel as is reasonably necessary or advisable to perform its duties under this Agreement.

1.1.4 Representatives. The County designates the Transportation Engineering, Park & Property Management Manager as the representative who will act as principal operating liaison between County and TGMS. TGMS shall also designate in writing an officer or representative of TGMS, who will have responsibility for supervising the Golf Course and implementing this Agreement on behalf of TGMS. All matters and questions pertinent to this Agreement and the operation of the Golf Course shall be transmitted through the respective designees.

1.1.5 TGMS’s Responsibilities. County grants authority to perform and TGMS accepts responsibility to perform the following tasks:

1.1.5.1 Hiring. TGMS will employ, pay, supervise, and discharge all employees

and personnel necessary for the operation of the Golf Course. The County will reimburse TGMS for all reasonable payroll and benefit expenses and the payroll and related taxes of the employees hired by TGMS for the operation of the Golf Course. All employees hired by TGMS shall be employees of TGMS and not employees of the County.

1.1.5.2 Additional Benefits. TGMS may provide gratuitous food and other Golf Course use benefits consistent with industry standards and agreed upon by the County's authorized representative. The direct cost of providing these benefits shall be an operating expense of the Golf Course.

1.1.5.3 Books and Records. TGMS will maintain current, complete and accurate books, including the books of account and accounting procedures of the Golf Course, operating logs, records and reports documenting the operation and maintenance of the Golf Course, and current versions of all drawings, specifications, lists and other technical material consistent with industry standards and as required to operate and maintain the Golf Course.

1.1.5.4 Authority to Contract. Subject to the County's approval, TGMS may negotiate leases, licenses and concession agreements for the Golf Course. All such leases, licenses, or concessions will be in County's name, except as otherwise agreed by the County and TGMS or where prohibited by law, and will be executed only by officers of County or officers of TGMS. TGMS will obtain a license from the Oregon Liquor Control Commission to sell alcoholic beverages on the Golf Course.

1.1.5.5 Maintenance and Repair. With the funds available and subject to the approved budget described in Article I, Section 1.7.4, TGMS will maintain the Golf Course and all, furniture and equipment and operating supplies in good order, repair, and condition (ordinary wear and tear excepted), including without limitation, making necessary replacements, improvements, additions, and substitutions, to the end that the Golf Course shall be maintained and adequately furnished as a first-class, modern Golf Course.

1.1.5.6 Service Contracts and Utilities. TGMS will negotiate on behalf of County and in County's name, service contracts required in the ordinary course of business in operating the Golf Course, including, without limitation, contracts for electricity, gas, telephone, security agency protection, vermin extermination, housekeeping, maintenance, and other services which TGMS deems advisable and necessary. However, TGMS will not enter any contract that involves an expenditure of more than Five Thousand Dollars (\$5,000.00) in the aggregate or that is not terminable at will upon thirty (30) day's notice without County's approval.

1.1.5.7 Supervision of Purchasing. TGMS will supervise the purchase in the most economical manner of all inventories, provisions, and operating supplies, which in

the normal course of business are necessary and proper to maintain and operate the Golf Course.

1.1.5.8 Emergency Action. If an emergency occurs which affects the safety or protection of persons or endangers the Golf Course or property located at the Golf Course, TGMS shall take prompt action to attempt to prevent such threatened damage, injury or loss, and shall, as soon as practicable, notify County of the emergency. Reasonable costs incurred in such an emergency shall be operating and maintenance expenses. In considering the reasonableness of costs incurred during an emergency the parties will consider that the priorities during an emergency are the safety of the public, the safety of workers, the operation of the Golf Course in an Environmentally Acceptable manner and the continuing operation and preservation of the Golf Course, acknowledging that time may not permit the opportunity to obtain the lowest price for goods or services.

1.1.6 Subcontracting. TGMS may contract with any third party for the performance of any service work required by this Agreement, but no such contract shall relieve TGMS of its obligations to County hereunder.

1.1.7 Limitations on Authority. TGMS will not have the authority to undertake any of the following actions unless: (i) they are approved in the Annual Operating Plan, (ii) TGMS has received the prior written approval of County; or (iii) such actions are expressly authorized by this Agreement:

1.1.7.1 Disposition of Assets. The sale, lease, pledge, mortgage, conveyance, license, exchange or other transfer or disposition of any property or assets of County, including any tangible personal property acquired by TGMS under this Agreement, except for the consumption of supplies in the ordinary course of business and the replacement of equipment in the ordinary course of business.

1.1.7.2 Contracting. Making, entering into, executing, amending, waiving any rights, modifying or supplementing any oral or written contract, agreement or commitment on behalf of, binding upon, or in the name of County, or agreeing to do any of the foregoing.

1.1.7.3 Expenditures. Making any expenditure (if not provided for in the Annual Budget), unless an emergency or other event occurs which (i) may affect the safety of Persons, (ii) involves a release or threatened release of a Hazardous Substance or (iii) may endanger the full operating capacity of the Golf Course or property located at the Golf Course, in which case, TGMS may, without prior approval from County, take all reasonable actions to prevent the threatened damage, injury or loss and must promptly notify County of any such action. Reasonable costs incurred in this regard will be operating and maintenance expenses. In such an emergency, the County will not unreasonably withhold or delay approval of any necessary expenditure not provided in the Annual Budget and requested by TGMS.

1.1.7.4 Other Actions. Taking or agreeing to take any other action in material variance with the applicable Annual Operating Plan or the Annual Budget.

1.1.7.5 Lawsuits and Settlements. The settling, compromising, assigning, pledging, transferring, releasing or consenting to the same of any claim, suit, debt, demand or judgment against or due by County, TGMS on behalf of County, or submitting any such claim, dispute or controversy to arbitration, mediation or judicial process, or stipulating to a judgment, or consent to do the same. TGMS agrees that County shall retain sole control of any such claim, suit, debt or demand and any other litigation regarding the projects, except as to TGMS's individual liability.

1.1.7.6 Transactions on Behalf of Others. Engaging in any other transaction on behalf of County in contravention of this Agreement.

1.1.7.7 Governmental Licenses or Permits. Agreeing to any penalty, assessment or fine for violation of any permit.

## **1.2 Marketing**

TGMS shall, at County's expense and subject to County's approval of an overall marketing plan, arrange for and conduct all advertising and promotion that TGMS reasonably deems necessary to maintain adequate Golf Course use levels consistent with budgeted revenue objectives.

## **1.3 Expenses Borne By County**

1.3.1 Expenses. All expenses properly incurred by TGMS for and on behalf of County pursuant to this Agreement shall be borne by County from the operating revenue of the Golf Course or from any reserve fund the County may establish for that purpose.

1.3.2 Debts and Liabilities. All debts and liabilities of the County and all properly authorized debts arising in the course of business of the Golf Course shall be the obligation of County, and TGMS shall not be liable for any such obligations by reason of its management, supervision, and operation of the Golf Course undertaken in good faith and within the scope of this Agreement. Subject to certain limits, County shall defend, save harmless and indemnify TGMS, as an agent of the County, against tort claims or demands arising out of an alleged act or omission occurring in the performance of its duty under this Agreement, as more fully explained in Article II, Section 2.2.

1.3.3 Reimbursement for Expenses. TGMS shall be reimbursed monthly for reasonable expenses of any of its officers or employees which are incurred for travel as required for Golf Course business, and for meals, lodging, and out-of-pocket expenses incurred while on Golf Course business. TGMS will keep such expenses chargeable to the Golf Course operation at a minimum, and consistent with the approved budget.



1.3.4 Procedure for Reimbursement. County will reimburse TGMS for those expenses which are reimbursable under this Agreement subject to the funding procedures established by County.

#### **1.4 Expenses Borne by TGMS**

1.4.1 Supervisory Services. The supervisory services to be rendered by the personnel and staff of TGMS in connection with the operation of the Golf Course (exclusive of any mutually agreed upon specific projects not included in this Agreement), shall be provided by TGMS at its own expense and not charged to County.

1.4.2 Overhead. County shall not be charged with the general overhead, general administrative expense, salaries or wages of any officers, directors or employees of TGMS or any of its or their affiliated or subsidiary companies, except as otherwise specifically provided for in this Agreement.

#### **1.5 Compliance With Laws**

1.5.1 Compliance with Laws. TGMS shall ensure that the Golf Course complies with all laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or municipal authority relating to the operation of the Golf Course and the reasonable requirements of any insurance company covering any risk against which the Golf Course is insured.

1.5.2 County's Right to Contest. With respect to a violation of any such laws or rules, County shall have the right to contest the applicable law and to postpone compliance pending the determination of such contest, if so permitted by law, but County shall protect and indemnify TGMS from any loss, cost damage, or expense as a result of such protest.

#### **1.6 Bank Accounts/Disbursement of Funds – Working Capital**

1.6.1 TGMS Golf Account. TGMS shall establish a Golf Course operational account at the same bank or trust company at which the County Account is established. TGMS shall authorize two signatories to the TGMS Account. Funds deposited into the TGMS Account shall not be commingled with other funds of TGMS.

1.6.2 Deposit of Funds into the TGMS Golf Account. On or before the first day of each month County shall cause amounts to be disbursed from the County Account and deposited into the TGMS Account consistent with the Approved Budget and the Annual Operating Plan. Those funds shall be used for the payment of Golf Course operational expenses in the manner provided below.

1.6.3 Payment of Operating Expenses. All operating expenses, and previously

approved capital expenditures, contained in the Approved Budget will be paid from the TGMS Golf Account. Notwithstanding the preceding sentence, no payment or disbursement shall be made from the TGMS Golf Account for any expense, which, under the provisions of this Agreement requires the County's prior written approval, without receipt by TGMS of such prior written approval. Consistent with this restriction, TGMS may make payments and disbursements and reimburse itself for approved expenses incurred for operation of the Golf Course consistent with the terms of this Agreement.

1.6.4 County to Supply Working Capital. The County shall furnish funds sufficient to constitute working capital for the operation of the Golf Course. For purposes of this Agreement the term working capital shall mean an amount sufficient to pay, as they come due on a current basis, all approved accounts payable and other approved obligations for the operation of the Golf Course.

1.6.5 Deposit of Golf Course Revenue. All revenues earned from the operation of the Golf Course shall be deposited by TGMS into the County Golf Account and not into the TGMS Golf Account. In the event revenues are mistakenly deposited into the TGMS Golf Account, TGMS will immediately cause those revenues to be disbursed from the TGMS Golf Account and deposited into the County Golf Account.

## **1.7 Books, Records, Statements & Budgets**

1.7.1 TGMS to Maintain Books of Account. TGMS shall ensure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on a cash basis, all in accordance with generally accepted accounting principles and as required by the provision of this Agreement. The books of account and all other records relating to, or reflecting the operations of the Golf Course, shall be reasonably available to County and its representatives at any reasonable time for examination, audit, inspection, and transcription. All such books and records, including, without limitation, books of account, at all times shall be the property of County and shall not be removed from the Golf Course by TGMS without County's prior approval and consent. Upon termination or expiration of the Agreement, all such books and records forthwith shall be turned over to County, to assure the orderly continuance of the operation of the Golf Course, but such books and records shall thereafter be available to TGMS at all reasonable times for examination, audit, inspection, and transcription.

1.7.2 Periodic Financial and Operational Reports. TGMS shall cause to be delivered to County at the end of each accounting period cash basis financial statements as requested by the County, of the operation of the Golf Course for the immediately preceding accounting period and the fiscal year-to-date. Such statements shall be (i) delivered monthly, (ii) in the form and detail as TGMS and County shall agree upon, and (iii) taken from the books and records maintained for the Golf Course.

1.7.3 Annual Audited Financial Report. Within ninety (90) days after the end of each fiscal year, TGMS will cause to be delivered to County a compiled financial statement prepared by an independent certified public accountant showing the results of operations

of the Golf Course during such fiscal year. The County may request an audit at year end. The cost of such audit, if required, shall be borne by County. TGMS shall provide the County a copy of their annual tax return.

1.7.4 Annual Operating Plan. At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the calendar year), TGMS shall cause to be prepared and delivered to County's representatives an operating plan for the next year and an operating budget (including a working capital budget and a projected statement of cash flows) in preliminary draft form setting forth an itemized statement of the estimated receipts and disbursement for the forthcoming fiscal year. Such budget shall be based upon any proposed increases, fees, anticipated labor costs, management incentives, and estimates of food and beverage sales and shall take into account the general condition of the Golf Course, including furnishings and operating equipment. The operating plan and preliminary budget shall be subject to the County's approval. After reflecting the changes made thereto by County, a revised budget shall be submitted in final draft form no later than thirty (30) days after the preliminary budget has been reviewed and returned to TGMS. Once approved by TGMS and the County, such budget shall constitute the agreed standard and plan to which TGMS shall adhere and shall define the Annual Budget or Operating Budget as such terms are used in this Agreement. Except in the case of emergency repairs permitted under the terms of this Agreement and expenses to accommodate unanticipated personnel changes described in Section 1.4.5, above, no expense may be incurred or commitments made by TGMS in connection with the maintenance, repair, or operation of the Golf Course in excess of the amounts allocated to the various classification of expense in the approved budget without the County's specific written approval. The budget shall be in the format generally accepted by accounting firms specializing in Golf Course accounting and shall separately set forth estimates of total sales and income, expenses and profit by department for golf, food and beverage (combined), rentals (if any), and miscellaneous income. General and other undistributed expenses not allocable to any given department shall include: (i) administrative and general expenses, (ii) advertising and sales promotion, (iii) energy and utilities, (iv) repairs and maintenance, (v) fire insurance and franchise taxes, (vi) real estate taxes, (vii) rent and (viii) provisions for capital expenditures. Incentive compensation shall be included in the budget as described in Article I Section 1.12.1.

1.7.5 Administrative Procedures Manual. No later than 30 days after the Commencement Date, TGMS shall submit for the review and approval by County a proposed Administrative Procedures Manual providing such information as (a) organization charts, (b) methods for reviewing all existing procedures, (c) procurement and contracting procedures, (d) accounting, bookkeeping and record keeping systems and (e) personnel procedures. Within 30 days of the receipt of the proposed Administrative Procedures Manual, County shall submit any written comments to TGMS. The Parties will meet to resolve all outstanding differences and to agree upon a final Administrative Procedures Manual, which must be approved in writing by both Parties. The Administrative Procedures Manual shall remain in effect for the term of this Agreement, subject to revision and amendment by written agreement of the Parties.

1.7.6 Operations and Maintenance Procedure Manuals. No later than 30 days after the Commencement Date, TGMS shall submit for review and approval by County proposed Operations and Maintenance Procedure Manuals providing operations and maintenance procedures. These procedures should include information regarding:

- (a) equipment operating procedures;
- (b) maintenance programs for the Golf Course and equipment;
- (c) safety programs;
- (d) environmental compliance and mitigation programs;
- (e) programs for complying with report requirements contained in this Agreement;
- (f) license and permit operating reporting requirements;
- (g) other regulatory reporting requirements;
- (h) cultural practices; and
- (i) golf operation rules and regulations.

Within 30 days of the receipt of the proposed Operations and Maintenance Procedure Manuals, County shall submit any written comments thereon to TGMS. The parties will meet to resolve all outstanding differences and to agree upon a final Operations and Maintenance Procedure Manuals, which must be approved in writing by both Parties. This final Operations and Maintenance Procedure Manuals will remain in effect for the term of this Agreement, subject to revision by written agreement of the parties.

## **1.8 TGMS Not Obligated To Advance Funds**

TGMS shall not be obligated to advance any of its own funds to or for the account of County, nor to incur any liability unless County shall have furnished TGMS with funds necessary for the discharge thereof. However, if TGMS shall, for any reason, have advanced funds in payment of a permitted expense in the maintenance and operation of the Golf Course, County shall reimburse TGMS on demand, and TGMS shall have the right to reimbursement from the Agency Account.

## **1.10 Insurance**

1.10.1 Insurance Maintained by County. TGMS shall provide and maintain insurance in the following amounts to protect the interests of the County and TGMS, paid for out of the TGMS Golf Account. Said coverage shall furnish to County and TGMS reasonable protection in the ownership, management, and operation of the Golf Course. All insurance coverages are to be written in companies acceptable to County and TGMS. TGMS shall furnish to County true copies of the original policies including current endorsements, and other attachments to those policies as well as all amendments made to those original policies after initial issuance.

### **Form of Coverage**

(i)	Property insurance	minimum 80% of insurable value
(ii)	Comprehensive General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury – Each Person	\$1,000,000
	Bodily Injury – Each Accident	\$1,000,000
	Property Damage – Each Accident	\$1,000,000
	Property Damage – Aggregate	\$1,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability	
	Bodily Injury by Accident – Each Accident	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
	Bodily Injury by Disease – Policy Limit	\$500,000
(v)	Employment Practices Liability	\$5,000,000
(vi)	Such other insurance coverages as the County may require	

1.10.2 In the policies described in paragraphs (i), (ii) and (iii) above the County shall be listed as named insured and TGMS shall be listed as additional insured, and those policies shall provide that the loss, if any payable thereunder, shall be adjusted by and payable to County.

1.10.3 Property insurance shall include fire and extended coverage on the buildings and all contents, in an aggregate amount which shall not be less than eighty percent (80%) of the full insurable value thereof and in no event below the minimum amount necessary to avoid the effect of co-insurance provisions of such policies, and at least the minimum coverage set forth above (or such greater amounts as may be required by any contract affecting the Golf Course), and in the form that it is satisfactory to County and TGMS.

1.10.4 TGMS shall have all policies of insurance provide that the insurance company, or companies, will have no right of subrogation against any party hereto, their agents, or employees. TGMS assumes all risks in connection with the adequacy of any insurance or self-insurance program, and waives any claim against County for any liability, cost, or expense arising out of any uninsured claim, in part or in full, in any nature whatsoever. Proof of premium payments, in accordance with each policy, shall be delivered to County within five (5) days of the premium due date.

## 1.11 Warranties

TGMS will ensure maintenance of all warranties and guaranties and to cause the reimbursement of expenses for maintenance, repairs, and replacement, and for labor and materials associated with all warranted or guaranteed equipment and furnishings.

## 1.12 Management Fees

1.12.1 For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Nine Thousand Dollars (\$9,000). Beginning in year two of this Agreement, the monthly compensation shall be subject to an increase based on the Portland Consumer Price Index. In addition to the base compensation, TGMS shall be entitled to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. Incentive compensation shall be paid the first month of the new budget year based upon the net revenue from the previous year per the following formula:

When 90 – 100 percent of the net revenue is achieved TGMS will earn a three (3) percent bonus of the net revenue.

- 100% – 105% of the net revenue is achieved earns a 4% bonus
- 105% – 110% of the net revenue is achieved earns a 5% bonus
- 110% – 115% of the net revenue is achieved earns a 6% bonus
- 115% – 120% of the net revenue is achieved earns a 7% bonus
- 120% - + of the net revenue is achieved earns a 8% bonus

1.12.2 If for any reason payment to TGMS is withheld, TGMS reserves the right to discontinue all management services pertaining to the Golf Course until payment of the account is made in full. All past-due amounts shall bear interest at the maximum rate allowable by law from the date payment is due until payment is received by TGMS. Any such termination of service by TGMS shall not adversely affect TGMS's right to compensation.

## 2 Article II: MISCELLANEOUS

### 2.1 Consent

Except as herein otherwise provided, whenever in this Agreement the consent or approval of TGMS or County is required, such consent or approval shall not be unreasonably withheld.

### 2.2 Indemnification

2.2.1. Indemnification by County. Subject to the limits of the Oregon Tort Claims Act, and Article 11 Section 10 of the Oregon Constitution, County agrees to indemnify, defend and hold harmless TGMS, its officers, and employees, all as agents of the County, from and against all tort claims or demands arising out of an alleged act or omission occurring in the performance of TGMS' duty under this Agreement, provided however that County's obligations under this section do not apply in case of malfeasance in office or willful or wanton neglect of duty by the party seeking indemnification.

2.2.2. Indemnification by TGMS. TGMS shall indemnify, defend and hold harmless County, and its officers and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or in connection with TGMS' performance of the work under this agreement, to the extent such claims and actions are not subject to defense and indemnification by the County under the preceding paragraph 2.2.1.

2.2.3 Nothing in this Agreement shall be construed as constituting the County and TGMS as partners or joint ventures, or otherwise imposing on TGMS any liability or obligation of County, or upon County any liability of TGMS except as such liability may arise under the terms of this Agreement.

### **2.3 Debt Service**

County agrees to provide adequate funds to maintain current monthly payments on all debt obligations of the Golf Course or obligations, which are secured by the Golf Course's assets, if any, and on all leases. TGMS shall have no liability to County or any lender with respect to such financing.

### **2.4 Entire Agreement**

This Agreement, along with the Request for Proposals for Management Services for The Operation Of Stone Creek Golf Course Clackamas County Oregon, dated September 29, 2004, and the proposal response from TGMS dated September 29, 2004, represent the entire agreement between the County and TGMS and supersedes any and all prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by County and TGMS as appropriate under the circumstances.

### **2.5 Commencement Date**

The commencement date of this Agreement shall be the first day of November, 2004.

### **2.6 Notification**

All notifications related to this Agreement shall be deemed to be adequate if sent by first class United States mail and addressed to:

TGMS representative

Total Golf Management Services  
19586 Kari Ann  
Oregon City, Oregon 97045  
Attn: Gordon Tolbert

County representative

Attn. Dan Zinzer, Parks Manager  
9101 SE Sunnyside Blvd  
Clackamas, OR 97015

## 2.7 Term of Agreement

2.7.1 This agreement shall be effective as of the Commencement Date and shall continue for an initial period of five (5) years with the opportunity for mutually agreeable five (5) year extensions.

2.7.2 Not later than twelve (12) months prior to the expiration of the then current Term, the Parties shall commence negotiations with each other concerning any extension and the changes, if any, to the Services or the provisions of this Agreement that they require to facilitate such an extension.

2.7.3 If the parties cannot agree upon a five year extension of this Agreement, the present contract terms shall be extended for one-hundred and eighty (180) days or upon the selection of a replacement contractor and then terminate.

2.7.4 Termination by County. County may terminate the Agreement with respect to TGMS at any time for cause. For the purposes of this section "cause" shall mean any of the following:

2.7.4.1. the death of Gordon Tolbert;

2.7.4.2. the permanent disability of Gordon Tolbert rendering him unable to perform the duties to be performed by TGMS;

2.7.4.3. the failure or refusal of TGMS to perform the services called for under the terms of this Agreement;

2.7.4.4. a finding that TGMS, Gordon Tolbert shall have been guilty of fraud, deceit or other similar act of dishonesty.

2.7.4.5. the dissolution, bankruptcy, liquidation, and/or cessation of business of TGMS.

2.7.4.6. TGMS's receipt of notice from County stating that TGMS has materially breached its obligations under this Agreement, and specifying the nature of the breach, unless TGMS cures the breach within such thirty (30) days. If cure cannot reasonably be completed within thirty (30) days, the cure period shall be continued for so long as TGMS diligently pursues the cure.

2.7.5. Termination by TGMS. TGMS may terminate the Agreement with respect to County at any time for cause. For the purposes of this section "cause" shall mean County's material breached of its obligations under this Agreement, provided that TGMS shall provide County notice stating that County has materially breached its obligations under this Agreement, and specifying the nature of the breach, and providing County thirty (30) days within which to cure the breach. If cure cannot reasonably be completed within thirty days, the cure period shall be continued for so long as County diligently



pursues the cure.

2.7.6 Effect of Termination. If this Agreement is terminated in accordance with this section, all services shall be deemed completed and all amounts due hereunder shall be paid through the termination date. Thereafter the parties herein shall have no further obligations to each other under this Agreement, except for the provisions of Article I, Section 1.8, and Article II, Section 2.2, which shall survive the termination of this Agreement.

## **2.8 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to its choice of laws principles. Exclusive venue for any action will be in the Circuit Court of Clackamas County, Oregon.

## **2.9 Assignment**

No interest in this Agreement may be assigned or duty delegated without the express prior written consent of the County.

## **2.10 Public Contracting**

To the extent any activities of TGMS under this Agreement are or become subject to statutorily required provisions under the Oregon Public Contracting Law, TGMS agrees to comply with any such provisions.

## **2.11 Prevailing Wage Rate**

To the extent TGMS hires workers to work on a project that constitutes public works, as that term is defined at ORS 279.348(3), TGMS shall be required to pay existing prevailing wage rates pursuant to ORS Chapter 279 and shall pay all necessary fees to the Oregon Bureau of Labor and Industries pursuant to ORS 279.352(2). Prevailing Wage Scales are available from the Oregon Bureau of Labor and Industries. It shall be the responsibility of TGMS to obtain and comply with such requirements.

## **2.12 Appropriations**

This Agreement is subject to the appropriation and availability of County funds. In the event that the funds are not appropriated or are otherwise unavailable, County reserves the right to terminate this Agreement upon written notice to TGMS. Termination due to non-appropriation or unavailability of funds shall not be deemed an Event of Default by the County. Upon receipt of the written notice, TGMS shall cease all work associated with the Agreement. Should such an event occur, TGMS shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, TGMS shall have no right to recover from the

County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

### **3.0 Title, Documents and Data**

3.1 Materials and Equipment. Title to all materials, equipment, supplies, consumables, spare parts and other items of tangible personal property purchased or obtained by TGMS for which County is obligated to pay TGMS shall pass immediately to and vest in County upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect TGMS's obligations as set forth in the other provisions of this Agreement.

3.2 Documents. All materials and documents prepared or developed by TGMS or its affiliates, employees, representatives, agents or contractors in connection with the Golf Course or the performance of its services hereunder, including all manuals, data, designs, drawings, plans, specifications, reports, and accounts, will automatically become the property of County when prepared, TGMS nor their affiliates, employees, representatives, agents or contractors may use these materials and documents for any purpose other than the performance of the services hereunder, without County's prior written approval. All these materials and documents, together with any materials and documents furnished to TGMS or to their affiliates, employees, representatives, agents or contractors by County, shall be delivered to County upon expiration or termination of this Agreement and before final payment is made to TGMS.

3.3 Review by County. In addition, all such materials and documents referred to above must be available for review by County at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for the approval of County shall be prepared and processed in accordance with the requirements and specifications set forth in the Administrative Procedures Manual. However, County's approval of materials and documents submitted by TGMS shall not relieve TGMS of its responsibility for the correctness thereof or of its obligation to meet all the requirements of this Agreement.

IN WITNESS WHEREOF, County and TGMS have executed this Agreement as of the date indicated.

**TOTAL GOLF MANAGEMENT SERVICES, LLC**

By: Gordon B. Tolbert  
Name: Gordon Tolbert  
Title: Managing Member  
Date: January 13, 2005

**CLACKAMAS COUNTY, OREGON  
BOARD OF COMMISSIONERS**

By: Martha Schrader  
Martha Schrader, Chair  
Date: January 13, 2005

By: Mary Ruetke  
Recording Secretary  
Date: January 13, 2005

By: David W. Anderson  
*approved as to form*  
County Counsel  
Date: January 13, 2005

AMENDMENT #1

To The Contract Documents with Total Golf Management Services LLC For Management Services for the Operation of Stone Creek Golf Course

This Amendment, when signed by the Contractor and the Director of Business and Community Services, as authorized by Board Order Number 2006-366 and Clackamas County LCRB Rules, will become part of the contract documents, superseding the original to the applicable extent indicated.

SECTION 1.14: Reads: The County designates the Transportation Engineering, Parks & Property Management Manager as the representative who will act as principle operating liaison between County and TGMS.

Change to Read: The County designates the Director of Business and Community Services as the representative who will act as principle operating liaison between County and TGMS.

SECTION 1.7.1 Reads: TGMS shall insure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on a Cash basis,....

Change to Read: TGMS shall insure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on an Accrual basis,.....

SECTION 1.12 Reads: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Nine Thousand Dollars (\$9,000).

Change to Read: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400)

SECTION 2.5 Reads: The commencement date of this Agreement shall be the first day of November 2004.

Change to Read: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this Agreement, the extension periods shall be January through December. This first 5 year extension period shall be January 1, 2010 through December 31, 2014 inclusive.

SECTION 2.6 Revise: Address for County to read: Clackamas County  
BCS Director  
150 Beaver Creek Rd  
Oregon City OR 97045

SECTION 2.7 Delete: Section 2.7.4.1 and 2.7.4.2

Total Golf Management Services LLC  
19586 Kari Ann Court  
Oregon City OR 97045

Gordon B. Tolbert  
Gordon Tolbert

6-24-09  
Date

CLACKAMAS COUNTY BOARD of  
COUNTY COMMISSIONERS by:

Dan Zinzer  
Dan Zinzer, Director  
Business and Community Services

6/30/09  
Date



Gary Barth  
Director

**BUSINESS AND COMMUNITY SERVICES**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

**MEMO**

**To:** Gordon Tolbert, Total Golf Management Services, LLC  
**From:** Gary Barth, Director Business and Community Services  
**Date:** September 18, 2013  
**Subject:** Addendum to Contract between Clackamas County Business & Community Services and Total Golf Management Services, LLC (TGMS)

Clackamas County Business & Community Services has an active and ongoing contract with Total Golf Management Services, LLC regarding the operation and maintenance of Stone Creek Golf Club and its related amenities.

Section 1.1.5.2 Additional Benefits, specifically states:

*TGMS may provide gratuitous food and other Golf Course use benefits consistent with industry standards and agreed upon by the County's authorized representative. The direct cost of providing these benefits shall be an operating expense of the Golf Course.*

However the contract does not clarify or quantify the extent to which the "Additional Benefits" are anticipated.

At the inception of the contract, though nothing formal was provided, the County authorized representative and TGMS agreed to a limit of Five (5) complimentary round certificates per year, to be utilized as Business & Community Services deemed appropriate. Charity rounds may be used Monday through Friday anytime and after 2:00 p.m. on weekends and holidays.

For the purpose of clarifying the ambiguous nature of the contract itself, the prior mentioned informal commitment continues to meet acceptable standards and expectations and will be the agreed upon provision until such time as both parties agree to alter it.

  
\_\_\_\_\_  
Gary Barth, Director  
Business & Community Services  
Date 9/23/13

  
\_\_\_\_\_  
Gordon Tolbert, Managing Member  
Total Golf Management Services, LLC  
Date 9-26-13

AMENDMENT #2

**To The Contract Documents with Total Golf Management Services LLC For the Management Services for the Operation of Stone Creek Golf Course**

This Amendment, when signed by the Contractor and Board of County Commissioners will become part of the contract documents, superseding the original to the applicable extent indicated.

**SECTION 1.6.1:** Reads: TGMS shall establish a Golf Course operational account at the same bank or trust company at which the County Account is established. TGMS shall authorize two signatories to the TGMS Account. Funds deposited into the TGMS Account shall not be comingled with other funds of TGMS.

Change to Read: TGMS shall establish a Golf Course operational bank account which will include two signatories on the TGMS Golf Course Account. Funds deposited into the TGMS Golf Course Account shall not be comingled with other funds of TGMS.

**SECTION 1.6.4:** Reads: The County shall furnish funds sufficient to constitute working capital for the operation of the Golf Course.

Change to Read: The County shall furnish funds, not to exceed \$150,000, that are sufficient to constitute working capital for the operation of the Golf Course.

**SECTION 1.7.4:** Reads: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the calendar year)...

Change to Read: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the County fiscal year of July 1<sup>st</sup> through June 30<sup>th</sup>).....

**SECTION 1.10.1:** Reads:

**Form of Coverage**

(i)	Property insurance	minimum 80% of insurable value
(ii)	Comprehensive General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	Property Damage-Aggregate	\$1,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability-	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	\$5,000,000
(vi)	Such other insurance coverages as the County may require	

Change to Read:

**Form of Coverage**

(i)	Property insurance	minimum 80% of insurable value
(ii)	Commercial General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	General-Aggregate	\$2,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	
	Each Occurrence	\$2,000,000
	Aggregate	\$3,000,000
(vi)	Such other insurance coverages as the County may require	

**SECTION 1.10.5: Add to Read:** In section (iv) Workers Compensation above, TGMS, as an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. TGMS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 bodily injury by disease each employee, and \$500,000 each policy limit.

**SECTION 1.10.6: Add to Read:** In the policies described in paragraph (v) above, TGMS shall be listed as named insured and the County shall be listed as additional insured.

**SECTION 1.12.1: Reads:** For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly compensation shall be subject to an increase based on the Portland Consumer Price Index. In addition to the base compensation, TGMS shall be entitle to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. Incentive compensation shall be paid the first month of the new budget year based upon the net revenue from the previous year per the following formula:

When 90 – 100 percent of the net revenue is achieved TGMS will earn a three (3) percent bonus of the net revenue.

- 100% - 105% of the net revenue is achieved earns a 4% bonus
- 105% - 110% of the net revenue is achieved earns a 5% bonus
- 110% - 115% of the net revenue is achieved earns a 6% bonus
- 115% - 120% of the net revenue is achieved earns a 7% bonus
- 120% - + of the net revenue is achieved earns a 8% bonus

**Change to Read:** For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly

compensation shall be subject to an increase based on the Portland Consumer Price Index. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. In addition to the base compensation, TGMS shall be entitled to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Incentive compensation shall be paid by the end of the second month of the new fiscal year based upon the net revenue from the previous fiscal year per the following:

- Net proceeds in excess of \$600,000 shall be split 80% to the County and 20% to TGMS. TGMS shall annually agree to Annual Operating Plan which shall outline as specified in 1.7.4 the details of how "net" revenue is calculated.

**SECTION 2.3**     Delete:             Section 2.3 Debt Service

**SECTION 2.5**     Reads:             The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this Agreement, the extension periods shall be January through December. This 5 year extension period shall be January 1, 2010 through December 31, 2014 inclusive.

Change to Read: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this agreement after December 31, 2014, this second five year extension shall be five and a half years to accommodate changing from a calendar year to a fiscal year, and shall be January 1, 2015 through June 30, 2020, inclusive. Thereafter, extension periods shall be five years, July through June.

Total Golf Management Services LLC  
19586 Kari Ann Court  
Oregon City, OR 97045

Gordon Tolbert  
Gordon Tolbert

12/10/2014  
Date

CLACKAMAS COUNTY BOARD of COUNTY  
COMMISSIONERS by:

John Ludlow  
John Ludlow, Chair

12-18-14 E.I.  
Date



★ ★ ★ ★ ★ ★ ★

**IMPORTANT INSURANCE INFORMATION**

★ ★ ★ ★ ★ ★ ★

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

**CONSUMER REPORT INQUIRY NOTICE**

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

**COM-PAK SUMMARY**

PRINTED 02/20/2015

ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Number: ACP 2573267974 Effective from 03/13/2015 to 03/13/2016

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Named Insured: TOTAL GOLF MANAGEMENT SERVICES LLC

Mailing Address: 14603 S STONERIDGE DR  
OREGON CITY, OR 97045-9447

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Agency Name: ERIC L. WEBER AGENCY 36 80247-001 25 CSC  
Agency Address: PORTLAND OR 97213-1400 (503)249-7667  
Producer: ERIC L. WEBER AGENCY

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Division	Program	Total Premium
A	COMMERCIAL GENERAL LIABILITY (AMCO)	\$ 4,782.00
B	COMMERCIAL PROPERTY (AMCO)	\$ 6,466.00
C	BUSINESS AUTO(NATIONWIDE)	\$ 1,656.00
D	COMMERCIAL INLAND MARINE (NATIONWIDE)	\$ 250.00
E	COMMERCIAL UMBRELLA LIABILITY (AMCO)	\$ 1,879.00

Not a bill. Your bill is sent separately.

NI

Estimated Total Premium: \$ 15,033.00

This Com-Pak is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

**NOTICE OF TERRORISM INSURANCE COVERAGE  
NOTICE – DISCLOSURE OF PREMIUM**

**Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto,  
Crime, and Workers Compensation**

**(This disclosure notice does not provide coverage, and it does not replace any  
provisions of your policy. You should read your policy for complete information on the  
coverages you are provided. If there is any conflict between the policy and this notice,  
the provisions of the policy shall prevail.)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer’s liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for that portion of losses covered by the United States Government under the Act.

**BUSINESS AUTO  
DECLARATIONS**

80247

NATIONWIDE MUTUAL INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

Policy Number: **ACP BA 2573267974**

**Item One**

Policy Period From **03/13/2015** To **03/13/2016** 12:01 AM Standard Time at the mailing address below

Named Insured: **TOTAL GOLF MANAGEMENT SERVICES LLC**

Mailing Address: **14603 S STONERIDGE DR  
OREGON CITY, OR 97045-9447**

Agency Name: **ERIC L. WEBER AGENCY** 36 80247-001 000 25 CSC  
Agency Address: **PORTLAND OR 97213-1400** (503)249-7667

Form of Business **CORPORATION**

In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance stated in this policy.

**Item Two Schedule of Coverages and Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto or Motor Carrier Coverage Form next to the name of the coverage.

Coverage	Covered Autos	Limit and Deductible - the most we will pay for any one accident or loss	Premium
LIABILITY	7 19 8 9	1,000,000	1,386.00
PERSONAL INJURY PROTECTION	5	See State Schedule	16.00
UNINSURED MOTORISTS	6	See State Schedule	107.00
UNDERINSURED MOTORISTS (WHEN NOT INCL IN UNINSURED MOTORISTS)			No Coverage
-----			
COMPREHENSIVE	7	Actual Cash Value or Cost of	52.00
COLLISION	7	Repair Minus the Deductible in Item Three or Item Four	95.00
-----			

Estimated Basic Premium	\$	<b>1,656.00</b>
Estimated Assessments and Surcharges	\$	
Estimated Total Premium	\$	<b>1,656.00</b>

**BUSINESS AUTO  
SCHEDULE(S)**

NATIONWIDE MUTUAL INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

The following schedule(s) is/are a continuation of the declarations.

Number: **ACP BA 2573267974**

Effective from **03/13/2015** to **03/13/2016**

Named Insured: **TOTAL GOLF MANAGEMENT SERVICES LLC**

Agency Name: **ERIC L. WEBER AGENCY**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>Form No.</b>	<b>Date</b>	<b>Title</b>	<b>Premium</b>
AC0001	(10/13)	CHANGES IN COVERAGE FORMS - BUSINESS AUTO	
AC0102	(03/10)	BUSINESS AUTO EXTENSION ENDORSEMENT	
AC9954	(04/05)	AMENDMENT OF COVERED AUTO SYMBOL 7	
CA0001	(03/10)	BUSINESS AUTO COVERAGE FORM	
CA0149	(01/10)	OREGON CHANGES	
CA2105	(01/10)	OREGON UNINSURED MOTORISTS COV - BODILY INJURY	
CA2236	(01/10)	OREGON PERSONAL INJURY PROTECTION	
CA2386	(01/06)	EXCLUSION OF TERRORISM ABOVE STATUTORY LIMITS	
IL0017	(11/98)	COMMON POLICY CONDITIONS	
IL0021	(07/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	
IL0142	(09/08)	OREGON CHANGES - DOMESTIC PARTNERSHIP	
IL0279	(09/08)	OREGON CHANGES	
13614	(11/85)	SPECIAL CONTINUATION PROVISION	

**SCHEDULE OF IMPORTANT NOTICES**

<b>Form No.</b>	<b>Date</b>	<b>Title</b>
INUMOR	(01/08)	OREGON UM ELECTION FORM
IN5017	(05/93)	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN5018	(06/93)	SPECIAL CLAIMS INFORMATION - OREGON
IN5039	(10/92)	NOTICE OF INSURANCE INFORMATION PRACTICES
IN5278	(12/13)	IMPORTANT NOTICE FAIR CREDIT REPORTING ACT
IN7165	(03/10)	BUSINESS AUTO EXTENSION ENDORSEMENT

PHSCHED (01-97)

Policy Number: ACP BA 25-7-3267974

Item Two (Continued) – Schedule of Coverages and Covered Autos

Schedule of Coverages - OREGON

COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
PERSONAL INJURY PROTECTION UNINSURED MOTORISTS - BODILY INJURY	See Endorsement 1,000,000		107.00

PVDECST 11-10 00

Policy Number: ACP BA 2573267974

Item Four - Schedule of Hired or Borrowed Auto Coverage

Coverage	Limit and Deductible	Estimated Cost of Hire	Rate for Each \$100 Cost of Hire	Premium
LIABILITY	See Item Two		1.56	45.00
COMPREHENSIVE				No coverage
COLLISION				No coverage
<b>Total Premium</b>				<b>\$ 45.00</b>

For other than motor carrier operations, cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your partners or employees of their family members.) Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Item Five - Schedule of Nonownership Coverage

Coverage	Limit	Business Type	Rating Basis	Number	Premium
LIABILITY	See Item Two				
		Other than a social service agency	Number of employees	10	103.00
<b>Total Premium</b>					<b>\$ 103.00</b>

Policy Number: ACP BA 25-7-3267974

Item Three – Schedule of Covered Autos You Own

Vehicle	Description	VIN Number	Class Code	Original Cost	New
002	2009 DANEN TRAILER	1D9US20239P283097	6919900	7,000	
<b>Garaging Location</b>				<b>Territory</b>	
OREGON CITY, OR 97045-9447				0116	
<b>Coverage</b>		<b>Limit of Insurance</b>	<b>Deductible</b>	<b>Premium</b>	
LIABILITY		See Item Two		52.00	
COMPREHENSIVE			250	21.00	
COLLISION			500	26.00	
PERSONAL INJURY PROTECTION		See Endorsement		Included	
<b>Estimated Vehicle Premium</b>				<b>\$</b>	<b>99.00</b>

Vehicle	Description	VIN Number	Class Code	Original Cost	New
003	1993 FORD RANGER	1FTRC15U8PPB18402	0319900	15,225	
<b>Garaging Location</b>				<b>Territory</b>	
OREGON CITY, OR 97045-9447				0116	
<b>Coverage</b>		<b>Limit of Insurance</b>	<b>Deductible</b>	<b>Premium</b>	
LIABILITY		See Item Two		1,186.00	
COMPREHENSIVE			1,000	31.00	
COLLISION			1,000	69.00	
PERSONAL INJURY PROTECTION		See Endorsement		16.00	
<b>Estimated Vehicle Premium</b>				<b>\$</b>	<b>1,302.00</b>

PVDECVS 11-10 00



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## OREGON PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Oregon, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### SCHEDULE

Benefits	Limit Per Person
Medical And Hospital Expenses	\$ 15,000 Less Deductible, if Any
Income Continuation Expenses	\$ 3,000 Per Month
Loss Of Services Expenses	\$ 30 Per Day
Funeral Expenses	\$ 5,000
Child Care Expenses	\$ 25 Per Day, up to a Maximum of \$750
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

<p><b>Coverage for medical and hospital expenses is subject to a deductible of \$</b>  <b>applicable to:</b></p> <p><input type="checkbox"/> You</p> <p><input type="checkbox"/> You and each "family member"</p> <p><input type="checkbox"/> You or the "family member(s)" named below:</p>
--

We agree with you, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

**A. Coverage**

We will pay Personal Injury Protection benefits to an "insured" who sustains "bodily injury" in an "accident" arising out of the ownership, maintenance or use of an "auto" as an "auto". Subject to the limits shown in the Schedule, these Personal Injury Protection benefits consist of the following:

**1. Medical And Hospital Expenses**

All reasonable and necessary expenses incurred within one year from the date of the "accident" for medical, hospital, dental, surgical, ambulance and prosthetic services.

**2. Income Continuation Expenses**

70% of the "insured's" loss of income from work during a period of disability caused by "bodily injury" sustained by such person in the "accident", provided that:

- a. Such person was usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and

- c. Income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation and is subject to a maximum payment period in the aggregate of 52 weeks.

### 3. Loss Of Services Expenses

Expenses reasonably incurred during a period of disability caused by "bodily injury" sustained by an "insured" in the "accident" for essential services that were performed by a person who is not related to the "insured", or residing in the "insured's" household, in lieu of those such person would have performed without income, provided that:

- a. Such person was not usually engaged in a paying occupation at the time of the "accident";
- b. The period of such disability continues for at least 14 days; and
- c. Loss of services expenses shall include only expense for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services and is subject to a maximum payment period in the aggregate of 52 weeks.

However, loss of services expenses shall not include child care expenses.

### 4. Funeral Expenses

Reasonable and necessary expenses for professional funeral services incurred within one year after the date of the "accident".

### 5. Child Care Expenses

Expenses reasonably incurred for the care of a minor child of an "insured" who has sustained "bodily injury" in the "accident", provided:

- a. The "insured" is the parent of the minor child and is required to be hospitalized for a minimum of 24 hours; and
- b. Payments begin after the initial 24 hours of hospitalization and are made for as long as the "insured" is unable to return to work if he or she is usually engaged in a paying occupation. If such person was not usually engaged in a paying occupation at the time of the "accident", then payment will continue for as long as he or she is unable to perform essential services that he or she would have performed without income.

## B. Who Is An Insured

- 1. You, if you sustain "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
- 2. If you are an individual, any "family member" who sustains "bodily injury" while "occupying" a "private passenger auto" or, while a "pedestrian", through being struck by an "auto".
- 3. Any other person who sustains "bodily injury" while "occupying" or using the "covered auto" with your permission or, while a "pedestrian", through being struck by a "covered auto".

## C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

- 1. Sustained by any person:
  - a. Who intentionally causes injury to himself or herself;
  - b. While participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest; or
  - c. Who willfully conceals or misrepresents any material fact in connection with a claim for Personal Injury Protection benefits.
- 2. That results in the application of income continuation expenses and loss of service expenses, sustained by any "pedestrian" other than you or a "family member" in an "accident" that occurs outside the State of Oregon.
- 3. Arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 4. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- 5. Sustained by you or any "family member" while "occupying" any "auto" you own or furnished or available for your regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.
- 6. Sustained by a "family member" while "occupying" any "auto" owned by such "family member" or furnished or available for the "family member's" regular use that is not a "covered auto", including a motorcycle or moped as defined in Oregon Statutes.

#### D. Limit Of Insurance

1. Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or "covered autos" to which this coverage applies, the most we will pay for Personal Injury Protection benefits for "bodily injury" sustained by any one "insured" in any one "auto" "accident" is the Limit Per Person amount shown in the Schedule.
2. Any amount paid under this coverage will be reduced by any amount paid or payable by any workers' compensation or any other similar medical or disability benefits law (excluding Medicare).
3. Any amount payable under this coverage to you or a "family member" will reduce any amount payable for damages under this coverage form's Uninsured Motorists Coverage.
4. Any amount paid under this coverage to an "insured" will reduce any amount the "insured" may be entitled to recover for the same damages under this coverage form's Liability Coverage.
5. Any amount payable for medical and hospital expenses shall be reduced by the amount of the deductible you may elect. If you elect a deductible, it will be shown in the Schedule. The deductible applies only to you and/or any "family member".

#### E. Changes In Conditions

The conditions are changed for Personal Injury Protection as follows:

1. The following is added to **Duties In The Event Of Accident, Claim, Suit Or Loss:**
  - a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
  - b. The "insured" or someone on his or her behalf must promptly give us written proof of claim, under oath if required, including:
    - (1) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and
    - (2) Such other information that will help us determine the amount due and payable.
  - c. The "insured" or his or her legal representative shall give us authorization, each time we request it, to obtain medical reports, copies of records and information with respect to loss of income.

d. We may require that the "insured", as a condition for receiving income continuation expenses, cooperate in furnishing us reasonable medical proof of his or her inability to work.

2. The **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

The coverage provided in this endorsement is excess for:

- a. "Bodily injury" sustained by any "pedestrian", other than you or any "family member". This coverage is excess to the extent that amounts are paid or payable to or for such "pedestrian" under any collateral benefits, including but not limited to:
  - (1) Insurance benefits under another policy issued by us or another company;
  - (2) Governmental benefits (except Medicare benefits);
  - (3) Gratuitous benefits; or
  - (4) Oregon Personal Injury Protection benefits.
- b. "Bodily injury" sustained by you or any "family member" while "occupying" any "auto", other than the "covered auto", with respect to which Oregon Personal Injury Protection benefits are in effect.

3. The following conditions are added:

##### a. Reimbursement And Trust

In the event of payment to any person of any benefits under this endorsement:

- (1) We shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
- (2) We are entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the "insured" against any person or organization legally responsible for the "accident", to the extent benefits were paid, less our share of expenses, costs and attorney's fees incurred by the "insured" in connection with such recovery.
- (3) The "insured" shall hold in trust for our benefit all his or her rights of recovery to the extent of benefits furnished.

- (4) The "insured" shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
- (5) If we request in writing, the "insured" shall take, through any representative not in conflict of interest with him or her, designated by us, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the "insured", but only to the extent of benefits furnished by us. In the event of recovery, we shall also be reimbursed out of such recovery for the "insured's" share of expenses, costs and attorney's fees incurred by us in connection with the recovery.
- (6) The "insured" shall execute and deliver to us such instructions and papers as may be appropriate to secure the rights and obligations of the "insured" and us as established by this provision.

**b. Arbitration**

- (1) If we and an "insured" disagree whether the "insured" is entitled to recover Personal Injury Protection benefits, or do not agree as to the amount payable under this coverage, then if both parties agree at the time of the dispute the matter shall be arbitrated.

In the event of arbitration, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the choice of the third arbitrator within 30 days, either may request that selection be made by a judge of a court of record in the county and state in which such arbitration is pending. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally. Costs to the "insured" of the arbitration proceedings shall not exceed \$100, and all other costs of arbitration shall be borne by us. However, attorneys' fees and fees paid to medical or other expert witnesses are not arbitration expenses and are to be paid by the party incurring them.

- (2) Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**c. Coordination And Nonduplication**

Any automobile medical payments coverage afforded under this Coverage Part is excess over any medical expense benefits paid or payable under this endorsement or any other automobile insurance policy covering "bodily injury" to an "insured".

**F. Additional Definitions**

As used in this endorsement:

- 1. "Covered auto" means a "private passenger auto" to which the "bodily injury" Liability Coverage of the policy applies and for which a specific premium is charged.
- 2. "Family member" means a spouse and any other person related to you by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as you.
- 3. "Occupying" means in or upon or entering into or alighting from.
- 4. "Pedestrian" means any person while not "occupying" a self-propelled vehicle other than a wheelchair or a similar low-powered motorized or mechanically propelled vehicle that is designed specifically for use by a physically disabled person who has a medical necessity for a wheelchair or other low-powered vehicle.
- 5. "Private passenger auto" means a four-wheel passenger or station wagon-type "auto" not used as a public or livery conveyance and includes any other four-wheel "auto" of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

**All terms and conditions of this policy apply unless modified by this endorsement.**

**BUSINESS AUTO  
DECLARATIONS**

80247

NATIONWIDE MUTUAL INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220

**Amended Declarations**

**03/13/2015**

Policy Number: **ACP BA 2573267974**

**Item One**

Policy Period From **03/13/2015** To **03/13/2016** 12:01 AM Standard Time at the mailing address below

Named Insured: **TOTAL GOLF MANAGEMENT SERVICES LLC**

Mailing Address: **14603 S STONERIDGE DR  
OREGON CITY, OR 97045-9447**

Agency Name: **ERIC L. WEBER AGENCY** **36 80247-001 000 25 CSC**  
Agency Address: **PORTLAND OR 97213-1400** **(503)249-7667**

Form of Business **CORPORATION**

In return for the payment of the premium, and subject to the terms of this policy, we agree with you to provide the insurance stated in this policy.

**Item Two Schedule of Coverages and Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Business Auto or Motor Carrier Coverage Form next to the name of the coverage.

Coverage	Covered Autos	Limit and Deductible - the most we will pay for any one accident or loss	Premium
LIABILITY	7 19 8 9	1,000,000	1,386.00
PERSONAL INJURY PROTECTION	5	See State Schedule	16.00
UNINSURED MOTORISTS	6	See State Schedule	107.00
UNDERINSURED MOTORISTS (WHEN NOT INCL IN UNINSURED MOTORISTS)			No Coverage
-----			
COMPREHENSIVE	7	Actual Cash Value or Cost of	52.00
COLLISION	7	Repair Minus the Deductible in Item Three or Item Four	95.00
-----			

Estimated Basic Premium	\$	<b>1,656.00</b>
Estimated Assessments and Surcharges	\$	
Estimated Total Premium	\$	<b>1,656.00</b>

**PVDECP1 (09-13) 00**

DIRECT BILL EWB044

LD9X

2015062

AGENT COPY

ACP BA 2573267974

960072621

25

0000104

# LOSS PAYABLE CLAUSE

## SCHEDULE

Loss Payee and Address

CLACKAMAS COUNTY  
150 BEAVERCREEK RD  
  
OREGON CITY, OR 97045-4302

Insurance Company

**NATIONWIDE MUTUAL INSURANCE COMPANY**

Agent Name and Address

**ERIC L. WEBER AGENCY** 80247-001 000  
**PORTLAND OR 97213-1400**

Insured Name and Address

**TOTAL GOLF MANAGEMENT SERVICES LLC**  
**14603 S STONERIDGE DR**  
**OREGON CITY, OR 97045-9447**

Policy Number **ACP BA 25-7-3267974**

Effective Date **03/13/2015** Expiration Date **03/13/2016**

Vehicle Description	Coverages (Limits/Deductibles)	
Year, Make and VIN	Comprehensive/ Specified Causes of Loss	Collision
<b>2 2009 DANEN</b> <b>1D9US20239P283097</b>	<b>250</b>	<b>500</b>

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

**All terms and conditions of this policy apply unless modified by this endorsement.**

# LOSS PAYABLE CLAUSE

## SCHEDULE

Loss Payee and Address

CLACKAMAS COUNTY  
150 BEAVERCREEK RD  
  
OREGON CITY, OR 97045-4302

Insurance Company

**NATIONWIDE MUTUAL INSURANCE COMPANY**

Agent Name and Address

**ERIC L. WEBER AGENCY** 80247-001 000  
**PORTLAND OR 97213-1400**

Insured Name and Address

**TOTAL GOLF MANAGEMENT SERVICES LLC**  
**14603 S STONERIDGE DR**  
**OREGON CITY, OR 97045-9447**

Policy Number **ACP BA 25-7-3267974**

Effective Date **03/13/2015**

Expiration Date **03/13/2016**

Vehicle Description		Coverages (Limits/Deductibles)	
Year, Make and VIN		Comprehensive/ Specified Causes of Loss	Collision
<b>3</b>	<b>1993 FORD 1FTCR15U8PPB18402</b>	<b>1,000</b>	<b>1,000</b>



This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.

Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

**All terms and conditions of this policy apply unless modified by this endorsement.**

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY

NATIONWIDE MUTUAL INSURANCE COMPANY  
COLUMBUS, OH 43215-2220

Policy Number: <b>ACP BA 2573267974</b>	
Policy Effective From <b>03/13/2015</b> To <b>03/13/2016</b> 12:01 A.M. Standard Time	
Transaction Effective <b>03/13/2015</b> 12:01 A.M. Standard Time	
Named <b>TOTAL GOLF MANAGEMENT SERVICES LLC</b> Insured:	
Mailing Address: <b>14603 S STONERIDGE DR</b> <b>OREGON CITY, OR 97045-9447</b>	Premium ADDITIONAL \$
Agency: <b>ERIC L. WEBER AGENCY</b> <b>4415 NE SANDY BLVD</b> <b>SUITE 200</b> <b>PORTLAND OR 97213-1400</b>	<b>36 80247-001 000</b>  <b>25</b> <b>(503)249-7667</b> <b>CSC</b>
Total: \$	

		Premium
<b>CHANGED</b>	<b>POLICY GENERAL</b>	<b>1 \$ 0.00</b>
<b>ADDED</b>	<b>LESSOR-ADDL INSD/LP</b> <b>CLACKAMAS COUNTY</b> <b>150 BEAVERCREEK RD</b> <b>OREGON CITY, OR 97045-4302</b>	
-----		
<b>ADDED</b>	<b>FORM</b>	<b>2 \$ 0.00</b>
<b>CA2001P</b>	<b>(03/06) LESSOR - ADDITIONAL INSURED AND LOSS PAYEE</b>	
-----		
<b>ADDED</b>	<b>FORM</b>	<b>3 \$ 0.00</b>
<b>CA9944A</b>	<b>(12/93) LOSS PAYABLE CLAUSE</b>	
-----		
<b>CHANGED</b>	<b>VEHICLE</b>	<b>4 \$ 0.00</b>
<b>UNIT NO</b>	<b>DESCRIPTION</b>	
<b>2</b>	<b>2009 DANEN TRAILER</b>  <b>VIN: 1D9US20239P283097</b>	
<b>ADDED</b>	<b>LOSS PAYEE</b> <b>CLACKAMAS COUNTY</b> <b>150 BEAVERCREEK RD</b> <b>OREGON CITY, OR 97045-4302</b>	
-----		
<b>CHANGED</b>	<b>VEHICLE</b>	<b>5 \$ 0.00</b>
<b>UNIT NO</b>	<b>DESCRIPTION</b>	
<b>3</b>	<b>1993 FORD RANGER</b>  <b>VIN: 1FTCR15U8PPB18402</b>	
<b>ADDED</b>	<b>LOSS PAYEE</b> <b>CLACKAMAS COUNTY</b> <b>150 BEAVERCREEK RD</b> <b>OREGON CITY, OR 97045-4302</b>	

\*\* THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT. \*\*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

**SCHEDULE**

<b>Insurance Company:</b>	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor): CLACKAMAS COUNTY</b>	
<b>Address: 150 BEAVERCREEK RD OREGON CITY OR 97045</b>	
<b>Designation Or Description Of "Leased Autos": POLICY IN GENERAL</b>	

Coverages	Limit Of Insurance
<b>Liability</b>	\$ Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. **We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".**
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**All terms and conditions of this policy apply unless modified by this endorsement.**



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>LaPorte &amp; Associates, Inc.</b> 5515 SE Milwaukie Ave Portland, OR 97202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(503) 239-4116</b>	<b>FAX (A/C, No):</b> <b>(503) 231-9021</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : SAIF Corporation</b>		<b>36196</b>
<b>INSURED</b>  <b>Total Golf Management Services, Inc</b> <b>19586 Kari Ann Court</b> <b>Oregon City, OR 97045</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y / N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>936900</b>	<b>02/01/2017</b>	<b>02/01/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Stone Creek Gold Club

## CERTIFICATE HOLDER

## CANCELLATION

<b>Clackamas County</b> 2051 Kaen Rd Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Renewal  
Nationwide Mutual

23787

02-15-2017 0000000 0056755862 0400659194 0118 RW V

Loss Payee:

Clackamas County  
150 Beaver Creek Rd  
Oregon City, OR 97045-4302

**Effective Date:** 03/13/2017

**Insured:**

Total Golf Management Services LLC

19586 Kari Ann Ct  
Oregon City, OR 97045-5707

Policy Information:

Policy Number: ACPBA2503267974

Policy Period: From: 03/13/2017 To: 03/13/2018

1993 FORD RANGER 1FTCR15U8PPB18402

Liability Limits: CSL:1000000

Deductibles:—Comp:1000 Coll:1000

Producer: 80247 Phone: (503) 249-7667

Eric L. Weber  
4415 NE Sandy Blvd  
Portland, OR 97213-1400

Add'l Insured: For Additional Information Contact Producer

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
2/24/2017

<b>PRODUCER</b> WEBER INSURANCE SERVICES 4415 NE Sandy Blvd. Suite 200 Portland, OR 97213 (503)249-7667		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Total Golf Management Services LLC DBA Stone Creek Golf Course 14603 South Stoneridge Dr Oregon City, OR 97045 503-518-4653		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Nationwide Insurance Co INSURER B: Chubb Insurance Group INSURER C: INSURER D: INSURER E:	<b>NAIC#</b>

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	ACP 2593267974	3/13/17	3/13/18	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
		<input checked="" type="checkbox"/> Liquor				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	Y	AUTOMOBILE LIABILITY	ACP 2593267974	3/13/17	3/13/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> NON-OWNEDAUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	Y	EXCESS/UMBRELLA LIABILITY	ACP 2593267974	3/13/17	3/13/18	EACH OCCURRENCE	\$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER	8242-3721	3/13/17	3/13/18	\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Clackamas County  
150 Beaver Creek Rd  
Oregon City, OR 97045

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



80247

RENEWAL

NATIONWIDE MUTUAL INSURANCE CO  
ONE NATIONWIDE PLAZA  
COLUMBUS OH 432152220

DECLARATIONS

COMMERCIAL INLAND MARINE

Policy Number: **ACP CIM 2593267974**

Named Insured: **TOTAL GOLF MANAGEMENT SERVICES LLC**

Mailing Address: **19586 KARI ANN CT  
OREGON CITY**

**OR 97045 -5707**

Agent: **Eric L. Weber**  
Address: **PORTLAND OR 97213 -0000 37 36 80247 0001 CSC**  
PRODUCER: **ERIC L. WEBER**  
Policy Period: This policy is effective from **03/13/17** to **03/13/18** 12:01 AM Standard time at the above mailing address.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

SCHEDULE

ITEM NO.	DESCRIPTION	COVERAGE AMOUNT	DED. AMT.	RATE	PREMIUM
001	COMPUTER COVERAGE - IM7201 & IM7206	\$30,000	\$1,000	.77	\$232.00
002	CONTRACTORS EQUIPMENT - IM7001, IM7006	\$32,500	\$1,000	1.26	\$411.00

POLICY FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

CL0600	0115	ML138	0492	CL5999	0801	IN7282	0204	CL1640	0606
IM3029	0105	CL0136	1105	IM2075	0404	CL0700	1006	CL0100	0399
IM7201	1002	IM7206	0112	13614	0183	IM1668	0494	IM7854	0404
IM7902	0404	IM7001	0404	IM7006	0112	IMA301	0289	17266	1088

LOSS PAYEE: Each loss will be adjusted with the insured. Losses are payable to the insured and: **REFER TO FORM 17266**

TOTAL ANNUAL PREMIUM

**\$643.00**

PREVIOUS POLICY NUMBER

**ACP CIM 2583267974**

Countersignature

Date



# NATIONWIDE MUTUAL INSURANCE COMPANY

## MUTUAL COMPANY CONDITIONS ENDORSEMENT

### POLICYHOLDER MEMBERSHIP IN THE COMPANY

(Applicable Only to Policies Issued by Nationwide Mutual Insurance Company in States other than the State of Texas)

Because this policy is issued by Nationwide Mutual Insurance Company (the "Company"), the first named insured listed on the declarations page ("named insured") is a member of the Company issuing the policy while this or any other policy issued by the Company is in force. While a member, the named insured is entitled to one vote only – regardless of the number of policies issued to the named insured – either in person or by proxy at meetings of members of the Company.

The annual meeting of members of the Company will be held each year at the Home Office of the Company in Columbus, Ohio, at 10 a.m. on the first Thursday of April. If the Board of Directors of Nationwide Mutual Insurance Company should elect to change the time or place of that meeting, the Company will mail notice of the change to the member's last known address. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the named insured is not subject to any assessment beyond the premiums required for each policy term.

### POLICYHOLDER DIVIDEND PROVISIONS

The named insured is entitled to any Dividends which are declared by the Board of Directors of the Company in accordance with law and which are applicable to coverages provided in this policy.

### POLICYHOLDER MEMBERSHIP IN THE COMPANY IN TEXAS

(Applicable Only to Policies Issued by Nationwide Mutual Insurance Company in the State of Texas)

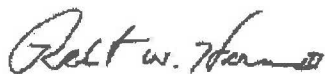
**1. MUTUALS – MEMBERSHIP AND VOTING NOTICE.** The named insured is notified that, by virtue of this policy, the named insured is a member of the Nationwide Mutual Insurance Company of Columbus, Ohio, (the "Company") and is entitled, as is lawfully provided in the charter, constitution, and by-laws to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The annual meetings of the members of the Company are held in the Home Office, at Columbus, Ohio, on the first Thursday of April, in each year, at 10:00 o'clock a.m.

**2. MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY.** No Contingent Liability: This policy is non-assessable. The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

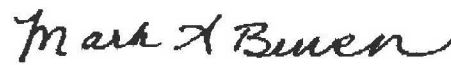
### POLICYHOLDER DIVIDEND PROVISIONS

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provision of the Texas Insurance Code, of 1951, as amended.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the Company.



Secretary



President

**COMMERCIAL INLAND MARINE  
FORMS AND ENDORSEMENTS SUMMARY**

Number: **ACP CIM 2593267974**

Period:  
From **03/13/17** To **03/13/18**

FORM/ENDORSEMENT	DATE	TITLE
CL0100	0399	COMMON POLICY CONDITIONS
CL0136	1105	AMENDATORY ENDORSEMENT OREGON
CL0600	0115	CERTIFIED TERRORISM LOSS
CL0700	1006	VIRUS OR BACTERIA EXCLUSION
CL1640	0606	CONDITIONAL TERRORISM EXCLUSION
CL5999	0801	AMENDATORY ENDORSEMENT - PREMIUM DUE DATE
IMA301	0289	SCHEDULE
IM1668	0494	LOSS PAYABLE ENDORSEMENT
IM2075	0404	AMENDATORY ENDORSEMENT OREGON
IM3029	0105	AMENDATORY ENDORSEMENT
IM7001	0404	CONTRACTORS EQUIPMENT COVERAGE SCHEDULED EQUIPMENT FORM
IM7006	0112	SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SCHEDULED EQUIP
IM7201	1002	COMPUTER COVERAGE
IM7206	0112	COMPUTER COVERAGE SCHEDULE OF COVERAGES
IM7854	0404	LOSS PAYABLE OPTIONS
IM7902	0404	LOSS PAYABLE SCHEDULE
IN7282	0204	IMPORTANT NOTICE - NOTICE OF OREGON SURCHARGE
ML138	0492	AMENDMENT OF POLICY TERMS - OREGON
13614	0183	SPECIAL CONTINUATION PROVISION
17266	1088	SCHEDULE OF LOSS PAYEES

**NATIONWIDE MUTUAL INSURANCE CO**

**COMMERCIAL INLAND MARINE  
SCHEDULE OF LOSS PAYEES**

Policy Number: **ACP CIM 2593267974**

Policy Period:  
From **03/13/17** To **03/13/18**

**LOSS PAYEE INFORMATION**

**CLACKAMAS COUNTY**

**150 BEAVERCREEK RD  
OREGON CITY OR 97045**

**INTEREST : COMPUTER COVERAGE**

**BANK OF THE WEST/ DEF951  
DIRECT EQUIPMENT FINANCE  
12677 ALCOSTA BLVD STE 200  
SAN RAMON CA 94583**

**INTEREST : 2 CUSHMAN UTILITY VEHICLES**

**SCHEDULE**

This schedule applies to Form Number IM7006

Item #	Description	Amount
1. CUSHMAN UTILITY VEHICLE HAULER 1200G		16,250
2. CUSHMAN UTILITY VEHICLE HAULER 1200G		16,250

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULE OF COVERAGES  
CONTRACTORS' EQUIPMENT  
SCHEDULED EQUIPMENT FORM**

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

**PROPERTY COVERED**

Scheduled Equipment (Refer to Equipment Schedule)

**Catastrophe Limit** -- The most "we" pay for loss in any one occurrence is: **"Limit"**  
\$ 32,500

**COVERAGE EXTENSIONS**

Additional Debris Removal Expenses \$ \_\_\_\_\_

**SUPPLEMENTAL COVERAGES**

Newly Purchased Property (check one)

Percentage of Catastrophe Limit \_\_\_\_\_%

Dollar Limit \$ \_\_\_\_\_

Pollutant Cleanup And Removal \$ \_\_\_\_\_

**COINSURANCE** (check one)

80%       90%       100%       Other \_\_\_\_\_%

**VALUATION** -- Actual Cash Value

**DEDUCTIBLE AMOUNT**      \$ 1,000

**ADDITIONAL INFORMATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All terms and conditions of this policy apply unless modified by this endorsement.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMPUTER COVERAGE  
SCHEDULE OF COVERAGES**

(The entries required to complete this schedule  
will be shown below or on the "schedule of coverages".)

---

**DESCRIBED PREMISES**

---

**Loc.  
No.**

**LOCATIONS**

001                      14603 S STONERIDGE DR. OREGON CITY

---

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---

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Check if applicable:

[ ] Attach Additional Locations Schedule to schedule more locations

**COVERAGE EXTENSIONS**

**"Limits"**

Additional Debris Removal Expenses \$ \_\_\_\_\_

Emergency Removal \_\_\_\_\_ days

Emergency Removal Expenses \$ \_\_\_\_\_

Electrical and Power Supply Disturbance \_\_\_\_\_

-- 500 Feet Limitation (check one)

Not Waived

Waived

Fraud and Deceit \$ \_\_\_\_\_

Mechanical Breakdown Coverage \_\_\_\_\_

**SUPPLEMENTAL COVERAGES**

Acquired Locations \$ \_\_\_\_\_

Earthquake Coverage (check one)

Coverage Provided

Coverage Not Provided

Refer To Earthquake, Flood and Sewer Backup Endorsement

Flood Coverage (check one)

Coverage Provided

Coverage Not Provided

Refer To Earthquake, Flood and Sewer Backup Endorsement

Newly Purchased or Leased Hardware \$ \_\_\_\_\_

Off-Site Computers \$ \_\_\_\_\_

Pollutant Cleanup and Removal \$ \_\_\_\_\_

Property In Transit \$ \_\_\_\_\_

Proprietary Programs and Data Records \$ \_\_\_\_\_

**SUPPLEMENTAL INCOME COVERAGES (cont.)**

**"Limits"**

Off Premises Utility Service Interruption

- Limit \$ \_\_\_\_\_
- Overhead Transmission Lines Excluded  
(check if applicable)
- Waiting Period \_\_\_\_\_ hours

Property In Transit

\$ \_\_\_\_\_

Sewer Backup (check one)

- Coverage Provided
- Coverage Not Provided
- Refer To Earthquake, Flood and Sewer Backup  
Endorsement

Virus and Hacking Coverage

- Limit Any One Occurrence \$ \_\_\_\_\_
- Limit Each Separate 12 month Period \$ \_\_\_\_\_
- Waiting Period \_\_\_\_\_ hours

**DEDUCTIBLE**

Deductible Amount

For all covered perils unless a  
different deductible is indicated below

\$ **1,000** \_\_\_\_\_

Earthquake and Volcanic Eruption

\$ \_\_\_\_\_

"Flood"

\$ \_\_\_\_\_

"Mechanical Breakdown", "Electrical  
Disturbance", and "Power Supply Disturbance"

\$ \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## LOSS PAYABLE SCHEDULE

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

Indicate applicable provision:

- Loss Payable
- Lender's Loss Payable
- Contract of Sale

### SCHEDULE

<u>Location Number</u>	<u>Address</u>	<u>Covered Property</u>	<u>Name and Address of Loss Payee</u>
1	14603 S STONER I	COMPUTER COVERA	CLACKAMAS COUNTY
2	12677 ALCOSTA B	CUSHMAN UTILITY	BANK OF THE WEST

**All terms and conditions of this policy apply unless modified by this endorsement.**  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b> 14503 S STONERIDGE DR OREGON CITY, OR 97045-9447
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b> CLACKAMAS COUNTY 150 BEAVERCREEK RD OREGON CITY, OR 97045
<b>Additional Premium:    \$ 35.00</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to provide as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**All terms and conditions apply unless modified by this endorsement.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – BUILDING OWNER**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

### **SCHEDULE**

<b>Premises Number:</b>	1	<b>Building Number:</b>	1 - 6
<b>Building Description:</b> ALL			
<b>Building Owner Name:</b> CLACKAMAS COUNTY			
<b>Building Owner Address:</b> 150 BEAVERCREEK RD OREGON CITY, OR 97045-4302			
<b>Premises Number:</b>		<b>Building Number:</b>	
<b>Building Description:</b>			
<b>Building Owner Name:</b>			
<b>Building Owner Address:</b>			
<b>Premises Number:</b>		<b>Building Number:</b>	
<b>Building Description:</b>			
<b>Building Owner Name:</b>			
<b>Building Owner Address:</b>			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

The building owner identified in this endorsement is a Named Insured, but only with respect to the coverage provided under this Coverage Part or Policy for direct physical loss or damage to the building(s) described in the Schedule.

**All terms and conditions of this policy apply unless modified by this endorsement.**

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement to provide matching funds to increase available funding for grants to the local small business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approve a COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between Clackamas County and the State of Oregon to provide Clackamas County with matching funds to expand the amount of funding available for grants to the local small business community impacted by COVID-19.
<b>Dollar Amount and Fiscal Impact</b>	This agreement provides a mechanism for the State of Oregon to provide \$45,000 in matching funds for the County's Emergency Business Assistance Grant Program.
<b>Funding Source</b>	State of Oregon acting through its Business Development Department
<b>Duration</b>	Agreement is effective upon signature by both parties. The full forgivable loan amount will be dispersed to Clackamas County upon signature by both parties.
<b>Previous Board Action</b>	County Administrator Gary Schmidt approved application for this funding opportunity on May 14, 2020, Agenda Item I.2.
<b>Strategic Plan Alignment</b>	1) This grant agreement supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing grants to businesses impacted by COVID-19 will help them make it through the pandemic so they can reopen under the new normal, and eventually expand when economic times improve. 2) This grant agreement supports County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business throughout the COVID-19 pandemic.
<b>County Counsel Review</b>	County Counsel Review Date: July 9, 2020 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? N/A
<b>Contact Person</b>	Laura Zentner, BCS Director (503) 742-4351 Sarah Eckman, BCS – Deputy Director (503) 742-4303
<b>Contract No.</b>	N/A

**BACKGROUND:**

Business and Community Services has developed a program with local non-profit, Micro Enterprise Services of Oregon (MESO) to provide grants to local small businesses affected by COVID-19. This program helps vulnerable businesses impacted by COVID-19 by providing much needed cash during this very challenging time.

BCS has secured funding for the program in the amount \$420,000. These funds are comprised of:

- \$200,000 in Clackamas County funds (Lottery dollars)
- \$45,000 in State of Oregon Matching Funds (pending signed agreement)
- \$175,000 in State of Oregon Funds to Community Development Financial Institutions (CDFIs) via MESO

The State of Oregon made matching funds available for emergency business assistance grant programs, and BCS was awarded \$45,000 to match a portion of the \$200,000 committed from Clackamas County Lottery dollars.

Adding this funding to our existing dollars increased the amount of grants the County is able to provide to our small businesses (25 employees and under).

The State of Oregon has made a final round of matching funds available for application and BCS is applying for additional matching dollars, since not all of the match was met under our last application.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve the forgivable loan agreement with the State of Oregon and authorize BCS Director Laura Zentner to sign on behalf of the County.

**ATTACHMENT:**

COVID-19 Emergency Business Assistance Program Forgivable Loan Agreement between Clackamas County and the State of Oregon.

Respectfully submitted,

*Laura Zentner* Type text here

Laura Zentner, CPA  
Director, Business & Community Services

**COVID-19 EMERGENCY BUSINESS ASSISTANCE PROGRAM  
FORGIVABLE LOAN AGREEMENT**

OBDD Contract Number C2020197

This forgivable loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and Clackamas County (“Recipient”) for capitalizing a COVID-19 Emergency Business Assistance Program sponsored by Recipient and described in Exhibit A (“Program”). This Contract becomes effective only when fully signed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement expires 45 days after the Program Completion Deadline. Agreement termination does not extinguish or prejudice OBDD’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

This Contract includes Exhibit A - Program Description and Requirements.

Pursuant to ORS 285B.266 and OAR Ch. 123, Div. 90, OBDD is authorized to enter into loan agreements and make loans from the Strategic Reserve Fund, including this Contract.

**SECTION 1 - FUNDING ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a forgivable loan (the “Loan”) in an aggregate amount not to exceed \$45,000.

**SECTION 2 - DISBURSEMENT**

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.
- B. Conditions Precedent to Disbursement. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its attorneys:
- (1) This Contract duly signed by an authorized officer of Recipient; and
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
  - (3) Documentation satisfactory to OBDD that, in addition to the Loan, Recipient has available or has obtained binding commitments for all funds necessary to complete the Program.

OBDD has no obligation unless it has appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to disburse funds in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.

**SECTION 3 - USE OF LOAN**

The Recipient shall use the Loan only for the activities described in Exhibit A. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Program from another State of Oregon agency or any third party, or to retire any Recipient debt.

#### SECTION 4 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Program, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Program or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. No Interest. The Loan bears no interest.
- C. Loan Forgiveness. OBDD shall forgive repayment and cancel the Loan by notice to Recipient, as soon as it determines that all of the following conditions are met:
- (1) Recipient has completed the Program no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan.
  - (2) No Event of Default has occurred and continues.
  - (3) No later than 30 days after the Program Completion Deadline, Recipient submits the reporting required in Exhibit A, in form and substance satisfactory to OBDD.
- D. Partial Loan Forgiveness; Maturity Date. If Recipient is unable to award grants to businesses (including matching funds) as required by this Contract, equal to the full amount of the Loan, OBDD will forgive that portion of the Loan meeting all the conditions in Subsection C above and notify Recipient in writing. Recipient shall pay all unforgiven Loan principal to OBDD not later than 30 days after receiving notice of partial forgiveness, unless otherwise provided by OBDD in writing.

#### SECTION 5 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Program related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Program was funded in part with State of Oregon General Funds and Lottery Funds administered by the Oregon Business Development Department.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

- D. Records Retention. Recipient will keep proper books of account and records on all activities associated with the Loan, including, but not limited to grant awards and payments, instruments, agreements and other supporting financial records documenting the use of the Loan, including all grant applications and supplemental documentation provided by business applicants. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until three years after the Program Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- E. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Program. The Recipient shall supply any Program-related information as OBDD may reasonably require.
- F. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- G. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD 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, that is related to this Program; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.

## **SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Organization and Authority.
- (1) The Recipient is a county, validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive funding for the Program.
  - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
  - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Program, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.



- C. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Program or the ability of Recipient to perform all obligations required by this Contract.
- D. Governmental Consent. The Recipient has obtained or will obtain all approvals, notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Program.

#### **SECTION 7 - DEFAULT**

Any of the following constitutes an “Event of Default”:

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Program.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### **SECTION 8 - REMEDIES**

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount, Recipient shall pay the amount upon OBDD’s demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

## SECTION 9 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in available revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. There is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

## SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. 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 Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract 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.

Notwithstanding the prior paragraph, 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 paragraph 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 paragraph 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. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services.
- N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Business Development Department



By: \_\_\_\_\_  
Chris Cummings, Interim Director  
Business Oregon

By: \_\_\_\_\_  
Laura Zenter, Director

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

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

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

\_\_\_\_\_  
/s/ Wendy Johnson per email dated 8 June 2020  
Wendy Johnson, Senior Assistant Attorney General

**EXHIBIT A - PROGRAM DESCRIPTION AND REQUIREMENTS**

**OBDD**

State of Oregon, acting by and through its  
Business Development Department,  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

**Contract Administrator:** Matthew Mattia

**Telephone:** 503-856-2306

**Email:** matthew.mattia@oregon.gov

**Recipient**

Clackamas County

150 Beavercreek Road Room 419  
Oregon City OR 97045

**Contact:** Jon Lagarza, Business and Economic  
Development Coordinator

**Telephone:** 503-655-8581

**Email:** jlegarza@clackamas.us

**Program Requirements**

Recipient will operate a COVID-19 Emergency Business Assistance Fund that provides one-time-only grants to individual businesses affected by the COVID-19 epidemic, as described below. Recipient will provide its own funds for the Program to match the Loan amount, in at least a 1:1 ratio.

**Eligible Business Applicants**

1. Businesses must be adversely affected economically in either one of the following two categories:
  - Those for-profit and non-profit (limited to 501(c)(3) corporations) businesses that were prohibited from operation as directed by the Governor of Oregon’s Executive Order No. 20-12.
  - Those eligible for-profit businesses that can demonstrate a one month decline in revenue greater than 50% in the month of March 2020 or April 2020 as compared against sales in the month of January 2020 or February 2020. Those 501(c)(3) non-profit businesses that can demonstrate a decline in revenue greater than 50% across the months of March 2020 and April 2020 as compared against the same period of time in 2019.
2. Businesses must have 25 or fewer employees.
3. At the time of a grant award from Recipient’s Program, businesses must have been unable to access federal CARES Act funds or other federal funds including:
  - Small Business Administration's Paycheck Protection Program (PPP);
  - Economic Injury Disaster Loan Emergency Advance program (EIDL); or
  - Other federal programs for emergency pandemic funding.

**Ineligible Business Applicants**

Ineligible applicants include the following categories of businesses:

1. Passive real estate holding companies and others holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that fail to certify they are not delinquent on federal, state or local taxes that were due before 1 April 2020.
4. Businesses that do not certify they are in compliance and will comply with all federal, state and local laws and regulations.
5. Businesses not headquartered and with principal operations in Oregon.

6. Businesses not registered to do business in Oregon (Secretary of State Business Registry verification) if such registration is required.

### **Program Access**

It is intended that these state funds are equally accessible to all Oregonians, so Recipient will conduct a robust marketing program that reaches out locally to businesses owned by members of historically disadvantaged population groups (Asian, Black, Hispanic, Native American, and Women Owned Businesses) at least to the extent described in its proposal to OBDD, and must:

- Utilize program marketing materials and application materials provided by OBDD and made available in languages that are representative of the local population.
- Conduct a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

### **Business Applications and Support Documentation**

In general, Recipient will, applying its best judgment in individual cases, ensure that businesses:

- Self-certify they have not received CARES Act PPP or SBA EIDL assistance as of the date of application.
- Demonstrate:
  - That they were prohibited from operation as directed by Executive Order No. 20-12; or
  - That they had a sales or revenue decrease of 50% or more in the month of March or April 2020, as compared against the sales or revenues of January or February 2020, or for non-profit business, as compared against the same period in 2019.
- Demonstrate they are headquartered and have principal operations in Oregon.
- Self-certify they are not subject to any of the ineligibility criteria.
- Self-certify that the business and its operations are, and will, remain compliant with all local, state and federal laws.
- Provide business, financial and ownership information sufficient to determine and verify eligibility.

Recipient will use a standard Grant Application Form for businesses, including a statement that applicant agrees that State may pursue collection efforts for fraudulent or ineligible grant awards, as supplied by OBDD in multiple languages.

### **Grant Award Amounts**

Awards to eligible businesses will be made as a grant. The amount of the grant will be the greater of two figures, subject to an applicant's ability and choice to provide documentation to support the second figure: the first based on the number of employees before the COVID-19 crisis (as of 29 February 2020); or the second based on the documented amount of fixed operating expenses for the 60 day period of 1 January through 29 February 2020:

- 0-5 employees
  - \$2,500, or
  - 60-day fixed expenses up to a maximum of \$5,000.

- 6-10 employees
  - \$5,000, or
  - 60-day fixed expenses up to a maximum of \$10,000.
- 11-15 employees
  - \$7,500, or
  - 60-day fixed expenses up to a maximum of \$15,000.
- 16-20 employees
  - \$10,000, or
  - 60-day fixed expenses up to a maximum of \$20,000.
- 20-25 employees
  - \$12,500, or
  - 60-day fixed expenses up to a maximum of \$25,000.

Not less than 50% of all Recipient's awards must be made to Sole Proprietor owners (with or without other employees).

### **Review of Applications**

Recipient must confirm that all information and certifications provided by business applicants meet all Program requirements, including but not limited to:

- Demonstrate:
  - That the business applicant was prohibited from operation as directed by Executive Order No. 20-12; or
  - That the business applicant had a sales or revenue decrease of 50% or more in the month of March or April 2020, as compared against the sales or revenues of January or February 2020, or for non-profit business, as compared against the same period in 2019.
- Demonstrate that the business applicant is headquartered and with principal operations in Oregon.
- Provide sufficient documentation of employee head count.

### **Reporting of Awards**

To assist in preventing multiple grants to any business, Recipient must send notification of every award to the OBDD Contract Administrator no later than 24 hours after making the award decision, utilizing a Pre-award report form provided by OBDD.

Within 30 days of fully deploying the Loan, or 30 days after the Project Completion Deadline, whichever occurs first, Recipient will deliver a final report on the Program and information on the grant recipients on a form provided by OBDD, which will include but is not limited to:

- Number of applications received
- A listing of the direct costs incurred in the administration of the Program (payroll, marketing, et cetera)

- Number of awards made
  - Awards by #, \$ and % of allocation by voluntary reported demographic information
  - Awards by #, \$, and % of allocation by regions as defined by OBDD (i.e., Central, Coastal, Eastern, Portland, Southern, and Valley)
  - Award by #, \$, and % of allocation by company size / number of employees (0-5, 6-10, et cetera)
  - Award by #, \$ and % of allocation to sole proprietors
  - Total amount of Recipient's matching funds applied to awards made under the Program, by \$ and % match to the Loan.
- Individual business grant recipient data
  - Name of company
  - Employer Identification Number (EIN)
  - Oregon Business Identification Number (BIN)
  - Address of company
  - NAICS industry code
  - Amount of award
  - Legal business entity type
  - # of employees as of 29 February 2020
  - Reported # of jobs retained due to the award
  - For owners of businesses:
    - First and last name
    - Percentage of ownership
    - Demographics as reported in a demographic questionnaire for all owners with 20% or more ownership.
- A certification by Recipient that no Loan proceeds were used to retire any of Recipient's debt.

**Tax Responsibility**

Recipient is responsible for all federal or state taxes applicable to any portion of the Loan that is forgiven. Recipient is responsible to administer all federal or state tax requirements applicable to grant awards, including delivery of IRS Form 1099-G to grant recipients.

**Program Completion Deadline**

Recipient must complete grant awards to eligible businesses no later than the Program Completion Deadline. If Recipient is unable to complete grant awards to businesses (including matching funds) in its aggregate Loan amount by the Program Completion Deadline, Recipient shall return all unforgiven Loan principal to OBDD as provided by Section 4 of the Contract.





July 16, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Local Grant Agreement Amendment #1 between Clackamas County and  
 Micro Enterprise Services of Oregon (MESO) for MESO to provide  
 a small grants program on behalf of Clackamas County  
 in an effort to support the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approve a Local Grant Agreement Amendment #1 between Clackamas County and MESO for MESO to provide grants to the Clackamas County small business community. The amendment will add \$45,000 in new funding to the agreement, received as matching funds, from the State of Oregon Small Business Relief Fund. An additional \$4,500 in grant administration fees will also be added to the amendment to pay for MESO's services.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County Business and Community Services (BCS) will provide an additional \$49,500 to MESO to fund the above listed programs.
<b>Funding Source</b>	\$45,000 is in matching funds from the State of Oregon and \$4,500 is from Clackamas County Lottery dollars currently budgeted in BCS' budget.
<b>Duration</b>	May 21, 2020 through May 31, 2021
<b>Previous Board Action</b>	The original agreement with MESO was signed by the BCC on May 21, 2020, Agenda Item # E.1.
<b>Strategic Plan Alignment</b>	1) This grant agreement amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing grants to businesses impacted by COVID-19 will help them make it through the pandemic so they can reopen under the new normal, and eventually expand when economic times improve.  2) This grant agreement amendment supports County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business throughout the COVID-19 pandemic.
<b>County Counsel Review</b>	County Counsel Review Date: July 13, 2020 - Pending Counsel Initials: ARN - Pending
<b>Procurement Review</b>	Was the item processed through procurement? N/A
<b>Contact Person</b>	Laura Zentner, BCS Director (503) 742-4351 Sarah Eckman, BCS – Deputy Director (503) 742-4303
<b>Contract No.</b>	N/A

**BACKGROUND:**

Business and Community Services has developed a program in partnership with MESO to provide economic and social assistance to Clackamas County small businesses affected by COVID-19. This program will help vulnerable businesses by providing much needed cash, as well as technical support to develop new talents and skills that make them more marketable.

Our original agreement with MESO provided \$200,000 in funding for MESO to provide grants to Clackamas County small businesses impacted by the pandemic. Since the original award, an additional \$45,000 in State of Oregon matching funds was awarded to the County to increase the total dollars available for grants. In addition to these funds, MESO received an additional \$175,000 in funding from the State that is specifically for supporting Clackamas County businesses.

Collectively, our original \$200,000 in funding has now more than doubled. Our grant award program is underway and the \$420,000 in funding will provided needed financial support to our local business community.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve the grant agreement amendment #1 with MESO.

**ATTACHMENT:**

Local Grant Agreement Amendment between Clackamas County and Micro Enterprise Services of Oregon (MESO)

Respectfully submitted,

*Laura Zentner*

Laura Zentner, CPA  
Director, Business & Community Services



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

July 16, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband  
eXchange and the City of Gladstone for dark fiber connections

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the City of Gladstone for dark fiber connections.
<b>Dollar Amount and Fiscal Impact</b>	The City of Gladstone will pay a nonrecurring fee of \$1,925.00 for the extension of the fiber network and pay a recurring annual fee of \$6,120.00.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the City of Gladstone.
<b>Duration</b>	Effective upon signature by the board, the SLA is effective for five (5) years.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain a dark fiber network for the The Park Academy.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.</li></ol>
<b>Counsel Review</b>	Andrew Naylor, July 8, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

**BACKGROUND:**

CBX is looking for approval to provide 2 dark fiber connection for the City of Gladstone. This SLA will update the City of Gladstone's new city hall location on Portland Ave in Gladstone. The end points for their 2 connection does not change from their original SLA.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this fiber agreement with the City of Gladstone. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

City of Gladstone

(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas County (County) desires to provide to City of Gladstone (Customer) the services set forth in this Agreement (the "Services"), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

### 2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

### 3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

### 4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not containing hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

**5. Term of Agreement**

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated as herein provided, this Agreement shall continue for a period of five (5) years following the Service Start Date.

**6. Rates**

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

**7. Payment**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

**8. Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

**9. Confidentiality**

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

**10. Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

**11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total

without modification to any successor(s) regardless of the manner in which the succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation or Change in Law**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Taxes and Assessments**

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customer's use of the Services under this Agreement (collectively, "Taxes"), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees, surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

**19. Termination**

- a. Either party may terminate this Agreement for convenience following 90 days' written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach.



not expressly identified, even though the other breach is of the same nature as that waived.

- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

## **20. Default**

1. Either of the following events shall constitute a default:
  - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
  - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

## **21. Remedies**

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

## **22. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

## **23. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

## **24. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

### **Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services

121 Library Court  
Oregon City, Oregon 97045  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number: (503) 655-8255

### **Notice to the Customer**

with a copy to

Either Party, by similar written notice, may change the address to which notices shall be sent.

#### **25. Debt Limitations**

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

#### **26. No Attorney Fees**

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

#### **27. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer 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.

**28. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

**29. 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 the Agreement did not contain the particular term or provision held to be invalid.

**30. Whole Contract**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

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

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

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

**Customer**

City of Gladstone  
(Customer Name)

By (signature): Tamara [Signature]

Name (print): TAMARA [Signature]

Title: Mayor

Date: 3/10/2020

## APPENDIX A

### **SERVICE AND RATE SCHEDULE**

**1. Specified Services and Rates**

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

**2. Construction, Installation and Activation**

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

**3. Service Changes and Conversions**

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

**4. Monthly Recurring Charges**

	<b>From</b> (Connecting Point A: Site Name & Address)	<b>To</b> (Connecting Point B: Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, OR 97015	City of Gladstone 18505 Portland Ave Gladstone, OR 97027	One Pair (two) dark fibers	\$255.00
2	Development Service Building 150 Beaver Creek Rd Oregon City, OR 97045	City of Gladstone 18505 Portland Ave Gladstone, OR 97027	One Pair (two) dark fibers	\$255.00

**5. Nonrecurring Charges**

<b>From</b>	<b>(Connecting Point A:Site Name &amp; Address)</b>	<b>To</b>	<b>(Connecting Point B:Site Name &amp; Address)</b>	<b>Service</b>	<b>Amount (\$)</b>
1	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, OR 97015	City of Gladstone 18505 Portland Ave Gladstone, oR 97027	Construction	\$0.00	
2	Development Service Building 150 Beaver creek Rd Oregon City, OR 97045	City of Gladstone 18505 Portland Ave Gladstone, oR 97027	Construction	\$1925.00	

**6. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**7. Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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## APPENDIX B

### MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

#### 1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

#### 2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

#### 3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

#### 4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
  - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
  - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
  - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
  - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for



any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

***Remainder of this page intentionally left blank.***

## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

##### b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

##### c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

***Remainder of this page intentionally left blank.***



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and Leeway Engineering Solutions, LLC for RFP 2020-16 Mt. Talbert and Gladstone Infiltration and Inflow Source identification and Rehabilitation Project

<b>Purpose/Outcomes</b>	Execution of the contract between Water Environment Services and Leeway Engineering Solutions, LLC for the Mt. Talbert and Gladstone Infiltration and Inflow Source Identification and Rehabilitation Project.
<b>Dollar Amount and Fiscal Impact</b>	\$1,090,052.00
<b>Funding Source</b>	WES Funds: 639-01-20100-481020-P632253
<b>Duration</b>	Tasks 1 and 2 to be completed by September 1, 2021
<b>Previous Board Action/Review</b>	None
<b>Performance Clackamas Alignment</b>	This project supports the WES Strategic Plan goals of providing WES partner communities with wastewater infrastructure capacity required to support a minimum of five years of projected growth.
<b>Procurement Review</b>	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> If no, provide brief explanation:
<b>Counsel Review</b>	July 7, 2020
<b>Contact Person</b>	Jessica Rinner, 503-742-4551
<b>Contract #</b>	#2513

**BACKGROUND:**

Clackamas Water Environment Services (“WES”), needs engineering services to conduct investigations that will identify Infiltration and Inflow (“I/I”) sources, design rehabilitation projects to correct the identified I/I sources, acquire permits associated with the rehabilitation projects, provide construction management services during construction, and conduct post rehabilitation flow monitoring and analysis to determine level of I/I reduction in the area tributary to the Mount Talbert Interceptor in Happy Valley and a portion of the City of Gladstone (City) sewer system.

District recently completed a Collection System Master Plan (“CSMP”) (CH2M Hill Engineering, 2019). The CSMP identifies areas with excessive rates of I/I into the sewer system. One of the recommendations of the CSMP is to reduce the I/I in these areas by 65%. Three of the areas identified in the CSMP will be addressed during this project

This Contract with Leeway Engineering Solutions, LLC is for the first two (2) Tasks listed in the RFP Scope of Work for reviewing existing information and investigating areas to determine how to proceed. Any additional task beyond Task 1 and 2 as identified in the RFP will be authorized in the future through an Amendment in accordance with the terms of this Contract.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on February 13, 2020. Proposals were publically opened March 12, 2020. The County received two (2) proposals from Jacobs Engineering and Leeway Engineering Solutions, LLC. An evaluation committee of five (5) WES and City of Gladstone personnel scored Leeway Engineering Solutions, LLC proposal the highest. Upon Contract award, the final Scope of Work as noted in the RFP for Tasks 1 and 2 only, was negotiated and finalized.

**RECOMMENDATION:**

Staff recommends the Board approve the Contract with Leeway Engineering Solutions for the Mt. Talbert and Gladstone Infiltration and Inflow Source identification and Rehabilitation Project.

Respectfully submitted,

Greg Geist  
Director, WES

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



**WATER ENVIRONMENT SERVICES  
PERSONAL SERVICES CONTRACT  
Contract #2513**

This Personal Services Contract (this “Contract”) is entered into between **Leeway Engineering Solutions, LLC** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

**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 **September 1, 2021**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Mt. Talbert and Gladstone Infiltration and Inflow Source Identification and Rehabilitation Project, Tasks 1 and 2** (“Work”), further described in the Mutually Agreed upon Scope of Work, **Exhibit A**. This Contract is authorizing the first two tasks outlined in the Request For Proposals (“RFP”) for this project during this initial phase. Any additional tasks beyond 1 and 2 identified in the RFP will be authorized in the future through an amendment in accordance with the terms of this Contract.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million, ninety thousand and fifty two dollars (**\$1,090,052.00**), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: **Jessica Rinner**.

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

**7. Contractor and District Contacts.**

<b>Contractor</b>	<b>District</b>
Administrator: Rob Lee Phone: 503-828-7542 Email: <a href="mailto:rob.lee@leewayengineeringsolutions.com">rob.lee@leewayengineeringsolutions.com</a>	Administrator: Jessica Rinner Phone: 503-742-4551 Email: <a href="mailto:jrinner@clackamas.us">jrinner@clackamas.us</a>

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

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District 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 District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be

caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and the District, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District 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, District 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 District 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 District 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 District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special

damages under this Contract or (ii) any damages of any sort arising solely from the termination of this 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 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District 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; (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions; The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided; and (F) the Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District'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 District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District'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 District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District 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 District on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.
- 29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND

FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

**Leeway Engineering Solutions, LLC**

**Water Environment Services**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
1616703.94 DLLC / Oregon

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**  
**MUTUALLY AGREED UPON SCOPE OF WORK**

**EXHIBIT B**  
**FEE SCHEDULE**