

July 18, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County,  
for the Human Immunodeficiency Virus (HIV) Early Intervention and Outreach (EIO) project.

<b>Purpose/Outcomes</b>	To implement a regional approach to ending the HIV epidemic including Washington, Multnomah and Clackamas Counties.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$482,189. Bringing the contract value to \$884,087.68
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority via a joint grant with Multnomah County. No County General Funds are involved.
<b>Duration</b>	Effective January 1, 2019 and terminates on December 31, 2019
<b>Previous Board Action</b>	No previous board actions have been taken
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on June 24, 2019
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – 503-650-5694
<b>Contract No.</b>	8810-01

**BACKGROUND:**

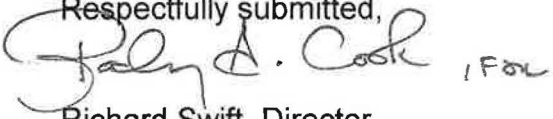
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement #HD-ICA-E-690-2018 with Multnomah County, for the HIV Early Intervention and Outreach project. CCPHD, Washington County, and Multnomah County partnered to apply for the Early Intervention and Outreach (EIO) Grant. The grant was awarded with Multnomah County being the lead. The grant is a 5 year venture, the funds are passed through to CCPHD annually. The scope is to implement a regional approach to ending the HIV epidemic through education and access to medical care to identified individuals of HIV and other sexually transmitted diseases.

This Amendment provides the funds for CCPHD to continue its participation in the regional approach to ending the HIV epidemic. Amendment #1 adds \$482,189., bringing the contract value to \$884,087.68. This Amendment is effective January 1, 2019 and continues through December 31, 2019. This Amendment is retro-active due to Multnomah County delayed delivery to CCPHD.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary A. Cook". To the right of the signature, the word "For" is written in a smaller, simpler font.

Richard Swift, Director  
Health, Housing, and Human Services

**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT #1**  
*(Amendment to change Contract provisions during contract term.)*

**Contract Number: HD-IGA-E-690-2018-conv**

This is an amendment to Multnomah County's Contract referenced above effective Monday, January 01, 2018 between Multnomah County ("County") and CLACKAMAS COUNTY, acting by and through its Department of Health and Human Services Public Health Division, ("CCPHD"), referred to collectively as the "Parties".

The Parties agree as follows:

- 1. The following changes are made to Contract No.HD-IGA-E-690-2018-conv, effective Monday, January 01, 2018

The contract number HD-IGA-E-690-2018-conv replaces the previous contract number 4400003907.

Amendment #1 adds the first renewal term, January 01, 2019 to December 31, 2019.

The maximum amount of the covered period of January 1, 2019 to December 31, 2019, including expenses, shall not exceed\$482,189 in accordance with the approved budget and/or price schedule, and the Contractor agrees to use its best efforts to perform the Work specified and all obligations under this Contract within such Contract ceiling price.

An amended Statement of Work is attached to this contract and replaces all previous versions.

An amended Attachment A is attached and has been renamed as "State of Oregon IGA Agreement Number 155916 and First Year Amendment". This amended Attachment A replaces all previous versions.

- 2. All other terms and conditions of the Contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CLACKAMAS COUNTY:**

County Chair or Designee: Deborah Kafony

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

Date: 7/2/19

Print Name: Richard Swift

Dept Director or Designee: N/A

Title: Director, Health, Housing and Human Services

Date: N/A

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

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By /s/ Robert Sinnott  
Assistant County Attorney

Approved as to form by: /S/ Kathleen J. Rastetter

Date: Electronic approval 6/25/2019

Date: June 24, 2019



# CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** HD-IGA-E-690-2018- **Amendment** 1  
conv

is ready for your signature.

**STEP 1:** Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A **OR** B if it applies)
- Exhibit 4 – Workers’ Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 – Criminal History Records Check Certificate
- ARRA EEO
- Other:

**STEP 2:** Return the following documents to the County:

- A **complete copy** of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- **Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.**

Return the documents by one of the following methods:

Scan and email the Contract to: [centralcontracts@multco.us](mailto:centralcontracts@multco.us)

**OR**

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing  
ATTN: Contracts  
501 SE Hawthorne Blvd., Suite 125  
Portland, Or 97214

**STEP 3:** No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Emilie Schulhoff 503-988-7539 [emilie.g.schulhoff@multco.us](mailto:emilie.g.schulhoff@multco.us)

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Anne Nguyen 503-988-7505

Email: [anne.nguyen@multco.us](mailto:anne.nguyen@multco.us)

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the City of Lake Oswego for providing Medical Direction for the Lake Oswego Fire Department and Communications Center

<b>Purpose/ Outcomes</b>	This Agreement provides medical direction for the Lake Oswego Fire Department and Communications Center.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$54,000.
<b>Funding Source</b>	Emergency Medical Services Coordination. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2019 and terminates on June 30, 2023
<b>Previous Board Action</b>	The Board of County Commissioners previously reviewed this agreement on June 26, 2013 agenda item 062913-A10, June 05, 2014 agenda item 060514-A2, June 25, 2015 agenda item 062515-A4, July 7, 2016 agenda item 070716-A1, June 29, 2017 agenda item 062917-A1, and July 12, 2018 agenda item 071218-A1
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on April 24, 2019
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Program Manager – (503) 742-5956
<b>Contract No.</b>	9222

**BACKGROUND:**

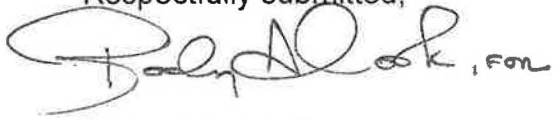
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with the City of Lake Oswego to provide Medical Direction for the Lake Oswego Fire Department and Communications Center. This Agreement provides medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) such as, developing a program to ensure LOFD meets state requirements and to establish performance standards. This agreement will ensure that LOFD first responders meet requirements and protocols for the provision of Emergency Medical Services care.

This Agreement has a maximum value of \$54,000. This Agreement is effective July 1, 2019 and continues through June 30, 2023.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a small, less legible signature or mark.

Richard Swift, Director  
Health, Housing, and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND  
THE CITY OF LAKE OSWEGO**

Contract # 9222

I. Purpose

- A. This Agreement is entered into between Clackamas County (County) and the City of Lake Oswego (City) for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Lake Oswego Fire Department (LOFD) and Lake Oswego Communications Center (LOCOM) and Lake Oswego Police Department (LOPD).

II. Scope of Cooperation

A. County agrees to:

- 1. Assign a mutually agreed upon physician to provide Medical Director Services to LOFD and LOCOM, and to perform the services listed in items 2 through 4 below.
- 2. Meet with LOFD personnel on a mutually agreed upon schedule to develop a program to:
  - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Provide round table, or other agreed upon educational activity, on a quarterly basis.
  - e. Oversee and direct training courses.
  - f. Oversee and direct a quality improvement program.
- 3. Provide medical direction and approval of Priority Dispatch Cards and case reviews for LOCOM dispatchers.
- 4. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the City of Lake Oswego, in accordance with Federal and State regulations.
- 5. Provide contact information so that LOFD personnel can contact assigned Medical Director (or designee) in a timely manner.
- 6. Work in partnership with LOCOM, CCOM and other relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Emergency Medical Dispatch. Assure that the County's contracted private ambulance services provider is also available to provide technical assistance and additional support.

B. City agrees to:

1. Meet with County personnel on a mutually agreed upon schedule to develop and maintain a program to:
  - a. Ensure that LOFD EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and LOFD.
  - b. Evaluate each EMS Provider's skill performance annually.
  - c. Provide case reviews.
  - d. Oversee and direct training courses.
  - e. Oversee and direct a quality improvement program.
  
2. Provide an EMS Coordinator to:
  - a. Coordinate training exercises and skill monitoring.
  - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
  - c. Coordinate case reviews and necessary training for LOCOM dispatchers.
  - d. Provide periodic reports to guide training efforts.
  - e. Organize the classes and locations, obtain instructors, and will notify Medical Director at least two (2) months in advance of the class as to Medical Director's role in said courses.
  
3. City further agrees to the following regarding the authority of the Medical Director:
  - a. The City will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
  - b. LOFD personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
  - c. As per ORS 682.245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by LOFD Department personnel.
  - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
  - e. County is not an employer of its EMTs, and City acknowledges that no employment relationship exists between County and the EMTs employed by the City.
  
4. Work in partnership with the County, CCOM, County's contracted private ambulance service provider and other relevant stakeholders on advancing efforts to achieve accreditation through the International Academy of Dispatch.

III. Compensation

- A. City will pay to County an amount not to exceed \$54,000.00 for services described in section II  
 A. Payments shall be requested and made as follows:

July 1, 2019 – June 30, 2020	Monthly payments of \$1,050 will be requested by invoice from County.
July 1, 2020 – June 30, 2021	Monthly payments of \$1,100 will be requested by invoice from County.
July 1, 2021 – June 30, 2022	Monthly payments of \$1,150 will be requested by invoice from County.
July 22, 2022 – June 30, 2023	Monthly payments of \$1,200 will be requested by invoice from County.



Payment will be made by City within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Public Health Division  
Attn: Sherry Olson, Accounts Receivable  
2051 Kaen Road  
Oregon City, OR 97045

IV. Liaison Responsibility

Liaison from City will be:

Don Johnson, Chief, Lake Oswego Fire Department  
PO Box 369, Lake Oswego, OR 97034  
(503) 697-7410  
[djohnson@ci.oswego.or.us](mailto:djohnson@ci.oswego.or.us)

Liaison from County will be:

Philip Mason-Joyner  
2051 Kaen Road, Suite 367, Oregon City, OR 97045  
(503) 742-5956  
[PMason@clackamas.us](mailto:PMason@clackamas.us)

V. Other Terms

- A. Compliance with Laws. County and City agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- D. Indemnification and Hold Harmless. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- E. Notice of Litigation. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- F. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

VI. Term of Agreement

- A. The term of this agreement is a period beginning July 1, 2019 and ending June 30, 2023. City may elect to renew this Agreement upon the same terms and conditions for additional one-year periods. Renewal shall occur upon written notice to County not sooner than 120 days nor later than 60 days prior to the completion date stated above, and the same date of each year thereafter for which the Agreement is renewed.

VII. Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.
- C. This agreement may be terminated at any time by mutual agreement of the County and the City.

This agreement consists of seven (7) sections.

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

**CITY OF LAKE OSWEGO**



\_\_\_\_\_  
Scott Lazenby, City Manager

\_\_\_\_\_  
June 13, 2019

Date

\_\_\_\_\_  
380 A Avenue

Street Address

\_\_\_\_\_  
Lake Oswego, Oregon 97034

City/State/ZIP

\_\_\_\_\_  
Phone Number

/ Email

**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

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

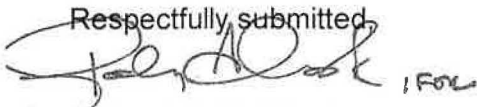
Approval of an Intergovernmental Agreement with the  
Housing Authority of Clackamas County and the Community Development Division for the  
Arbor Terrace Apartments Roofing Project

<b>Purpose/ Outcome</b>	The Agreement will allow for the Community Development Division to work with the Housing Authority of Clackamas County (HACC) to remove the existing residential roofing materials at the Arbor Terrace Apartments in the City of Molalla. This project is needed to replace 26 year old roofing materials. This work will rehabilitate seven residential units, one laundry building, and two other non-residential buildings (in order of importance). The work will occur at 127 N. Cole Avenue.
<b>Dollar Amount and Fiscal Impact</b>	Community Development Block Grant Funds in the amount of \$130,000. HACC will provide an estimated \$30,000 dollars for the project. The total allocated funds for the project will be \$160,000 dollars. No County General Funds will be used for this project.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
<b>Duration</b>	August to October 2019
<b>Previous Board Action/ Review</b>	CDBG Action Plan approved May 11, 2017
<b>Strategic Plan Alignment</b>	1. Provide sustainable and affordable housing. 2. Ensure safe, healthy and sure communities.
<b>Counsel Review</b>	Reviewed and approved on July 3, 2019.
<b>Contact Person(s)</b>	Steve Kelly – Community Development Division: 503-650-5665 Richard Malloy – Housing Authority of Clackamas County: 503-650-3128
<b>Contract No.</b>	H3S 9382

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the Housing Authority of Clackamas County for the Arbor Terrace Apartments Roofing Project. The Agreement determines the roles of HACC and the County regarding contract administration, project management, permitting the work, as well as duties regarding federal requirements for the construction project.

**RECOMMENDATION:** We recommend the approval of this 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 and 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)



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND THE HOUSING AUTHORITY OF CLACKAMAS COUNTY**

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

**RECITALS**

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

The County, by and through its Community Development division, and Agency intend to engage in a project (the “Project”) to demolish existing residential roofing materials and improve ten (10) site structures (six apartment buildings, one site manager’s dwelling, one laundry building, one gazebo, and one storage building) at real property owned by Agency and described as 127 N. Cole Avenue, Molalla, Oregon (“Property”).

The work to be performed as part of the Project includes the following: new roofing, replacement of roofing plywood sheathing as needed, new membrane material, roofing nails, and new roof vents.

The County will provide partial funding for the Project, and will be responsible for bidding, negotiating, and managing any public contracts with third parties necessary to complete the Project. Agency will be responsible for matching a certain percentage of the total Project cost, as detailed in this Agreement, and will coordinate with County and any third party the County contracts with to complete the Project. The Project is named the Arbor Terrace Rehabilitation Roofing Project.

The Project meets the U.S. Department of Housing and Urban Development Office (“HUD”) requirements for a National Objective, by using federal Community Development Block Grant (“CDBG”) funds to improve low-to-moderate income housing. The residents that occupy the apartment buildings are low income families. All six (6) apartment buildings are rental housing.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A.
3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development (“HUD”), Community Development Block Grant (“CDBG”) funds toward

the Project at the sum not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) (“CDBG Funds”) for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work (“Contractor”) upon full execution of a construction contract. Subject to appropriation by the Board of Commissioners for the Housing Authority of Clackamas County, the Agency agrees to pay all expenses in excess of the CDBG Funds including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The County will not pay for 100% of a Construction Project using CDBG funds. The County has adopted the strategy of requiring Agencies (public and private) to provide a minimum 20% Match Contributions for a Construction Project. This financially supports the full funding of proposed Construction Projects. Match Contributions become part of the Project, subject to the County’s review and approval. The Agency may submit Match Expenditures as part of their 20% contribution toward the Project’s costs. Match Expenditures may include the following: assigned Agency staff time (hourly rate and benefits), materials, purchased products and equipment owned or rented by the Agency.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$160,000 dollars. If, following receipt of construction bid proposals as part of the County’s public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

4. **Payment.** The Contractor will submit monthly invoices jointly to the Agency and County for work performed to complete the Project and shall include the total amount billed to date prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to the Contractor directly following the County’s review and approval of invoices submitted. County shall make payment(s) to the Contractor in the time and manner set forth in the construction contract with Contractor. The County CDBG funds will be used first to pay the Contractor. The Agency funds will be used second to pay the Contractor. Once the County has expended all of the CDBG funds allocated for the Project, the Agency will pay the County the balance of budgeted funds for the Project, as a reimbursement for funds above the CDBG funds. The County will invoice the Agency for the balance of the Construction Project funds within 30 days of the completed Work. The County will reconcile all Construction Project funds through the completion of the Work. The County will not pay, any amount in excess of the maximum compensation amount above the Construction Contract Amount.
5. **Representations and Warranties.**
  - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this

Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

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

**6. Termination.**

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

**7. Indemnification.**

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

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

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

A. Steve Kelly or their designee will act as liaison for the County.

**Contact Information:**

Clackamas County Community Development Division  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

Richard Malloy or their designee will act as liaison for the Agency.

**Contact Information:**

Housing Authority of Clackamas County  
13930 S. Gain Street  
Oregon City, OR 97045



## 10. General Provisions.

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

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

- M. **Survival.** All provisions in sections 7 and 10(A), (C), (H), and (J) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

**Clackamas County**

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

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

\_\_\_\_\_  
Date

**Housing Authority of Clackamas County**

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

\_\_\_\_\_  
Jill Smith, Director  
Housing Authority of Clackamas County

\_\_\_\_\_  
Date

**County Counsel**

\_\_\_\_\_  
Approved to Form

\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF WORK

#### **Agency Responsibilities:**

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

9. The Agency shall complete and submit a Performance Measures Report following completion of the Project, attached as Exhibit B-1 and incorporated by reference.
10. The Agency shall complete and submit a Matching Funds Report following completion of the Project, attached as Exhibit B-2 and incorporated by reference.
11. The Agency shall complete and submit Community Development Block Grant Annual Performance Report following the completion of the Project, attached as Exhibit B-3 and incorporated by reference. Below are the HUD Income Limits for the families of this property and Project:

HUD 2019 Annual Income Limits for the Portland-Vancouver Metropolitan Area								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$30,800	\$35,200	\$39,600	\$43,950	\$47,500	\$51,000	\$54,500	\$58,050
Low Income	\$49,250	\$56,250	\$63,300	\$70,300	\$75,950	\$81,550	\$87,200	\$92,800

12. The Agency shall comply with the requires following completion of the Project, Change of Use, Excerpt from 24 CFR 570.505, use of real property, attached as Exhibit B-4 and incorporated by reference.
13. Upon completion of the Project, the Agency agrees to maintain ownership of the property for the life of the Project.

**County Responsibilities:**

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

1. Consistent with applicable state and local public contracting statutes and rules, the County will bid and contract for construction of the Project and, with the advice of the Agency, will approve changes, modifications, or amendments as necessary to serve the public interest.
2. The County shall include the Agency as a third party beneficiary under the construction contract with Contractor for construction of the Project.
3. The County will assign a Project Coordinator to perform the following duties:
  - a. Provide Project Manual with Agency and County Documents and Bid the Project;

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

Exhibit B-1

PERFORMANCE MEASURES REPORT

FOR THE PERIOD: JULY 1, 2019 TO JUNE 30, 2020

**Project Name: Arbor Terrace Rehabilitation Roofing Project**

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

Choose all that apply:

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

Total Number of persons assisted: \_\_\_\_\_

See Attached  
Project Map Area:

Other benefits to the service area:

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization



**Project Map Area**



Exhibit B-2

CDBG PROJECT MATCHING FUNDS REPORT

**For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Arbor Terrace Rehabilitation Roofing Project (Housing Authority of Clackamas County):**

FY 2017-18 CDBG Funds	\$130,000 (max.)
-----------------------	------------------

<b>SOURCES OF LOCAL MATCH:</b>	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
	\$ _____
	\$ _____
	\$ _____

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

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

Prepared By: (Print name)

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

Exhibit B-3

COMMUNITY DEVELOPMENT BLOCK GRANT  
 ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, \_\_\_\_\_ TO JUNE 30, \_\_\_\_\_

Project Name: Arbor Terrace Rehabilitation Roofing Project

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: \_\_\_\_\_

Persons with Disabilities: \_\_\_\_\_

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am. Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Organization

Counsel/Forms/Template - IGA – Revised 7/3/2019  
Arbor Terrace Apartments-Rehabilitation Roof Project/ CD# 53602

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

Exhibit B-4

CHANGE OF USE

**Excerpt from 24 CFR Part 570**

**570.505 Use of real property.**

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

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

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

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

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

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

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

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement Amendment #1 with Oregon Health Authority for  
Drug and Alcohol Prevention Education and Programming

<b>Purpose/Outcome</b>	The objective of these funds is to help, plan, implement and evaluate strategies that prevent substance abuse, by reducing of risk factors and increasing protective factors associated with alcohol, tobacco and other drugs.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$358,750 for a new contract total of \$967,500. No Impact to County and no match required.
<b>Funding Source</b>	Oregon Health Authority Public Health Division Catalogue of Federal Domestic Assistance (CFDA) #93-959
<b>Duration</b>	Effective date signed and terminates on June 30, 2021
<b>Previous Board Action/Review</b>	091417-A8
<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 has reviewed and approved this document. Date of counsel review: June 26, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 8480

**BACKGROUND:**

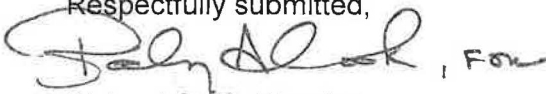
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment#1 to the Intergovernmental Revenue Amendment with Oregon Health Authority for Drug and Alcohol Prevention Education and Programming (ADPEP). Partnership with ADPEP helps fund provider agreements through PreventNet Community School programs that provide prevention and school engagement activities and drug and alcohol prevention programming targeting middle and high-school students.

This Revenue Amendment is effective upon signature by all parties for services starting on July 1, 2019 and terminating on June 30, 2021. This Amendment adds \$358,750 for a total contract amount of \$967,500.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

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

Grant Agreement Number 155011



**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number <sup>✓</sup>1 to Grant Agreement Number 155011 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County  
H3S, Children, Family & Community Connections Div.  
2051 Kaen Road  
Oregon City, OR 97045  
Attn: Rodney A. Cook, CYF Director  
Telephone: 503-650-5677  
Facsimile: 503-650-5674  
E-mail address: [rodcoo@clackamas.us](mailto:rodcoo@clackamas.us)**

hereinafter referred to as "Recipient".

1. Upon approval of this amendment by the parties, and when required, the Department of Justice, this amendment shall become effective on July 1, 2019 regardless the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows:
  - a. The OHA contact information on Page 1 is deleted and replaced with the following:

**Public Health Division  
Health Promotion & Chronic Disease Prevention Section  
800 NE Oregon Street, Suite 730  
Portland, OR 97232  
Agreement Administrator: Amanda Cue or delegate  
Telephone: 971-673-1121  
Facsimile: 971-673-0994  
E-mail address: [amanda.c.cue@state.or.us](mailto:amanda.c.cue@state.or.us)**

- b. **Section 1. Effective Date and Duration** is amended to change the Agreement expiration date from July 30, 2019 to **June 30, 2021**.
    - c. **Section 3. Grant Disbursement** is hereby amended to increase the maximum not-to-exceed amount payable to Recipient under this Agreement by \$358,750 to a new amount of **\$967,500**.

- d. **As of July 1, 2019, Exhibit A, Part 1 - Program Description** is amended as set forth in the Exhibit A, Part 1 Program Description, attached hereto as Attachment #1 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- e. **As of July 1, 2019, Exhibit A, Part 2 - Payment and Financial Reporting** is amended as set forth in the Exhibit A, Part 1 Program Description, attached hereto as Attachment #2 and incorporated herein by this reference; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- f. **Exhibit B, Standard Terms and Conditions, Section 18. "Notice" OHA address only**, is amended as follows: Deleted language is ~~struck through~~ and new language is **underlined and bold**.

**OHA:** Office of Contracts & Procurement  
~~250 Winter Street, Room 309~~  
**635 Capitol Street NE, Suite 350**  
 Salem, OR 97301  
 Telephone: 503-945-5818  
 Facsimile: 503-378-4324

- g. **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"** is hereby superseded and restated in its entirety, as set forth in **Exhibit E, "Information Required by 2 CFR 200.331(a)(1)"**, attached hereto as Attachment #3 and incorporated herein by this reference as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- h. Section 4. Vendor or Sub-Recipient Determination is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a sub-recipient  Recipient is a vendor  Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.959 & 93.243**

- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.



4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** \_\_\_\_\_

\_\_\_\_\_ Clackamas County \_\_\_\_\_

Street address: 2051 Kaen Road \_\_\_\_\_

City, state, zip code: Oregon City, OR 97045 \_\_\_\_\_

Email address: rodcoo@Clackamas.us \_\_\_\_\_

Telephone: (503) 650-6677 Facsimile: ( ) \_\_\_\_\_

**Is Recipient a nonresident alien**, as defined in 26 USC § 7701(b)(1)?

(Check one box):  YES  NO

**Business Designation:** (Check one box):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Professional Corporation  | <input type="checkbox"/> Nonprofit Corporation         | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Partnership                   | <input checked="" type="checkbox"/> Other    |

**Recipient Proof of Insurance,** Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

**If Recipient is self-insured for any of the Insurance Requirements specified in Exhibit C of the original Agreement, Recipient may so indicate by: (i) writing "Self-Insured" on the lines below; and (ii) submitting a certificate of insurance as required in Exhibit C of original Agreement.**

Commercial General Liability Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a

Automobile Liability Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a

**Workers' Compensation:** Does Recipient have any subject workers, as defined in ORS 656.027?

(Check one box):  YES  NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: Self-insured \_\_\_\_\_

Policy #: n/a Expiration Date: n/a

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

**5. Signatures.**

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature

*Richard Swift*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**State of Oregon acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

*Via e-mail by Cynthia Byrnes, AAG*  
Department of Justice

*June 21, 2019*  
Date

**OHA Program Approval**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

July 18, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Contract for Professional Service with Oregon State University  
for Evidence-based Parenting Education Classes

<b>Purpose/Outcome</b>	Funding is being provided by Oregon State University to complete three series of parenting education classes for parents with older children/youth/teens. Parenting curricula must be evidence-based and focus on enhancing the teaching skills and competencies of parents to promote child social/emotional well-being.
<b>Dollar Amount and Fiscal Impact</b>	\$45,000 of non-federal funds. No County staff are funded with these funds and no match is required.
<b>Funding Source</b>	Oregon State University College of Public Health
<b>Duration</b>	Effective date signed and terminates on June 30, 2020
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 6, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9363

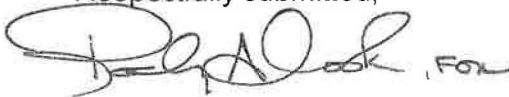
**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Professional Services Revenue Contract from Oregon State University College of Public Health to complete three series of parenting education classes for parents with older children/youth/teens using evidence-based curricula.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

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

Oregon State University  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract: \_\_\_\_\_

This Contract is entered into by and between Oregon State University (OSU/Institution) for its **College of Public Health and Human Sciences/HDFS/Hallie E. Ford Center for Healthy Children and Families and Clackamas County, through its Health, Housing and Human Services Children, Family, and Community Connections Division / Clackamas Parenting Together.**

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed **\$45,000** to be paid to Contractor by OSU, Contractor agrees to perform between date of last signature and **6/30/2020**, inclusive, the following personal and/or professional services:

The contractor will provide three parenting education series for parents with older children/youth/teens using evidence-based curricula (as approved by OSU). As part of implementation, the contractor will provide all related services required for successful implementation, including:

- Program coordination and supervision (to include contracting with independent parenting educators and childcare providers or organizations providing these services as required to conduct parenting education series)
- Program materials for participants and facilitators
- Provision of childcare and/or child/youth programming to complement parenting program
- Use of best practices to support parenting education implementation (i.e., snacks/meals, transportation as needed)
- Marketing of programs (e.g., marketing materials and advertising, which may include relationship-building activities such as one-time workshops or community events)
- Supporting referrals from community partners (e.g., Department of Human Services)
- Collection of evaluation, which includes: 1) collecting Parenting Skills Ladders (PSL) from all participating families, 2) data entry in the OPEC online reporting system (PSL data entry as well as information related to number of series provided, number of participants, best practices used, and lessons learned), and 3) fidelity checks

Contractor shall not begin work until the Contract is signed by all parties listed below. Contractor shall submit detailed invoice(s) for work to be performed to Department for payment. The total amount (\$45,000) will be disbursed in three payments of \$15,000 each in advance of implementation for each parenting education series. The initial invoice will be paid upon completion of signed contract by both parties for an amount of \$15,000 according the OSU's standard payment terms, which are Net 30 days from receipt of correct invoice. The remaining funds will be disbursed in two payments of \$15,000 each upon receipt of correct invoices, specifying date of second and third parenting education series. Invoices are to be submitted no more than 60 days in advance of the implementation start date for each series.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments: N/A.

INSURANCE: the minimum limit is \$ N/A

Type required:  CGL  AUTO  Professional

**THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.**

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
OSU Department Head Date

(Typed Name): Richard Settersten

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

Typed Name: Richard Swift  
Address: 150 Beaver Creek Road  
**Oregon City, OR 97124**

Phone: 541-426-3414

\_\_\_\_\_  
OSU Contract Officer Date

Banner Vendor ID No.:

U.S. Tax Identification No.: 2286

Contractor is a: (Check One)

Resident U.S. citizen

Resident non-U.S. citizen (Green Card Holder)

- Non-U.S. citizen
- Partnership
- Corporation
- Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT
K9943A		HCPT	

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable.
---------------------------	--

July 18, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #16044-0 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services, as well as Special Project Allocation (SPA) funded evidence-based health promotion services for persons age 60 and over in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$6,057,659. Funded by Federal OAA Funds and State General Funds designated for the OPI and SPA Programs.
<b>Funding Source</b>	Federal Older American Act & State General Fund - \$292,364 of County General Funds are used to meet match requirements for internal programs.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	N/A
<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>Counsel Review</b>	County Counsel reviewed and approved the agreement on 7/9/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9337

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #16044-0 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This agreement provides grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services as well as Special Project Allocation (SPA) funds for evidence-based health promotion services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. This agreement reflects the Older American Act (OAA), Special Project Allocation (SPA) and Oregon Project Independence (OPI) funding for July 1, 2019 through June 30, 2021 of the 2019-2021 biennial agreement period and was delayed by due to State and Federal budget processes. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services. The agreement was reviewed and approved by County Council on July 9, 2019. It is retroactive to July 1, 2019.

**RECOMMENDATION:**

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

Respectfully submitted,

 A handwritten signature in black ink, appearing to read "Richard Swift", followed by the word "FOR" in capital letters.

Richard Swift, Director  
Health Housing & Human Services



**Grant Agreement Number 160440**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Clackamas County  
Acting by and through its Clackamas County Social Services Division  
Attention: Brenda Durbin  
2051 Kaen Road  
PO BOX 2950  
Oregon City, OR 97045  
Telephone: (503)655-8640  
Facsimile: (503)655-889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to the DHS'

**Department of Human Services  
Aging and People with Disabilities  
Community Services and Support  
Agreement Administrator: Kristi Murphy or delegate  
500 Summer Street NE  
Salem, Oregon 97301  
Telephone: 503-945-6181  
Facsimile: 503-373-1133  
Email: [Kristi.m.murphy@state.or.us](mailto:Kristi.m.murphy@state.or.us)**



*WHEREAS, THE Older Americans Act of 1965 and OAR 411-002-0100 et seq. authorize DHS to provide funding to County Governments for the operation of designated Area Agencies on Aging;*

*WHEREAS, Recipient is the "Type A" Area Agency on Aging (AAA) duly appointed to provide services mandated by the Older Americans Act and Oregon Project Independence programs within its designated Planning and Service Area, and*

*NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:*

**1. Effective Date and Duration.**

This Agreement shall become effective upon the later of the date of Department of Justice Approval or July 1, 2019 , whichever date is later, regardless when signed and when fully executed upon signature by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$6,057,659.00** DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, DHS' determination is that:

Recipient is a subrecipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: [93.043 to 93.045] [93.041-93.052] [ 93.053] and [93.778]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**5. Recipient Data and Certification.**

**a. Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Recipient Name (exactly as filed with the IRS):** Clackamas, County of

Street address: 2051 Kean Rd, PO Box 2950

City, state, zip code: Oregon City, OR 97045

Email address: stefanierei@clackamas.us

Telephone: ( 503 ) 655-8330 Facsimile: ( 503 ) 655-8889

**Recipient Proof of Insurance.** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured pool

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the DHS Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide DHS with the new FEIN within 10 days.

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

**6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County**

**By:**

_____	Richard Swift
Authorized Signature	Printed Name
Director, Health, Housing & Human Services Dept.	_____
Title	Date

**State of Oregon acting by and through its Department of Human Services**

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Steven Marlowe, Department of Justice Attorney	Email approval on file	6/27/2019
Department of Justice		Date

**COPY**

July 18, 2019

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for Operations of Mt Hood Express

<b>Purpose/Outcomes</b>	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$235,382. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant), County General Funds (CGF) in the amount of \$64,500, and a public-private partnership with businesses in the Mt. Hood area.
<b>Funding Source</b>	Federal Transit Administration 5311 Rural Transportation Funds
<b>Duration</b>	Effective upon execution and terminates on June 30, 2021
<b>Previous Board Action</b>	022119-A2
<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 transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9383

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an Intergovernmental Agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund operations of the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

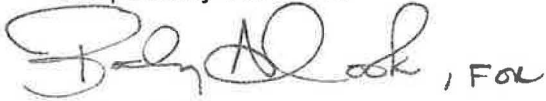
Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county funds, and private contributions from businesses in the Mt Hood area. County General Fund contribution includes a reallocation of Dept. of Transportation (DTD) CGF in the amount of \$55,000.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", followed by a comma and the initials "FS".

Richard Swift, Director  
Health, Housing and Human Services

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$364,558.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$235,382.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be



necessary to comply with federal or state reporting requirements.

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

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

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

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

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

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

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

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

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

## 9. Recipient Subagreements and Procurements

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

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

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

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

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

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

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

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

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

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

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

**SIGNATURE PAGE TO FOLLOW**



**Clackamas County**, by and through its

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

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

**State Contact:**

Jason Kelly  
555 13th Street NE  
Salem, OR 97301  
1 (503) 731-3320  
Jason.d.kelly@odot.state.or.us

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/27/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

July 18, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for  
Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$664,533 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies, vehicle use fees, purchased service for operations and insurance for buses for the Mt Hood Express.
<b>Funding Source</b>	Local funds, 5311 FTA Small Rural Transportation funds, 5310 FTA funds, Federal Lands Access Funds, Statewide Transportation Improvement Funds and state Special Transportation Funds
<b>Duration</b>	Effective July 1, 2019, and terminates on June 30, 2020
<b>Previous Board Action</b>	072618-A3 Previous Agreement approved
<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 transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9384

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

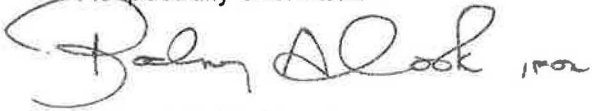
This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express and Transportation Reaching People to address temporary fleet shortages. The agreement also includes purchased service for operations through the City's contract with Rojoy Services LLC and insurance coverage for vehicles used for the Mt Hood Express bus service.

The agreement is effective July 1, 2019 and continues until June 30, 2020. The maximum amount of the agreement is \$664,533.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", with a date "1/18" written at the end.

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.
  
2. Scope of Work and Cooperation.
  - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX:
    - 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
    - 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
    - 2.1.3. Conduct research and analysis associated with policy and program development.
    - 2.1.4. Work with COUNTY for operational issues requiring county input.
    - 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
    - 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
    - 2.1.7. Assist with planning and coordination of events.
    - 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
    - 2.1.9. Update the MHX website and respond to information requests.
    - 2.1.10. Interact with public at the Sandy Park and Ride location.
    - 2.1.11. General office and clerical duties as needed.
    - 2.1.12. Participate in required training programs and staff meetings.
    - 2.1.13. Provide space for office staff, program materials and parking of buses.
    - 2.1.14. Order necessary shop supplies to support the operations of the Mt Hood Express
    - 2.1.15. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
    - 2.1.16. Provide purchased service from Rojoy Services LLC to continue the operations of the Mt Hood Express based on the cooperative RFP No. SAM2018 issued by the City of Sandy on April 13, 2018, (Exhibit 5) and as outlined in the response received from Rojoy Services LLC (Exhibit 6). The purchased service will include reimbursement for all preventative maintenance and repair activities completed by Rojoy Services LLC.

- 2.1.17. Provide insurance coverage for vehicles leased to CITY under separate lease agreement for use in the provision of the Mt Hood Express bus service, with Rojoy Services LLC listed as an additional insured.
- 2.1.18. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.19. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. Reimburse CITY for all purchased service from Rojoy Services, LLC, billed for the Mt Hood Express bus service, including reimbursement for preventative maintenance and repairs.
- 2.2.7. Reimburse CITY for insurance costs associated with the vehicles leased to the CITY for use for the Mt Hood Express service.
- 2.2.8. COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY-owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.9. The county will continue to be responsible for paying for costs associated with MHX service that are not specifically included in this agreement. Those costs historically have included fuel, advertising, printing, website costs, and vehicle replacement
- 2.2.10. Provide administrative and operational support as needed.

### 3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit C: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$664,533**. Any continuation or extension of this Agreement 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 Agreement, as determined by the COUNTY in its sole administrative discretion.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit B: Reporting Requirements*, attached hereto and incorporated by this reference herein.

- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045  
([teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,  
Sandy, OR 97055 ([ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
  - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach

of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

5.9.1. Term. This Agreement is effective on July 1, 2019 and will terminate on June 30, 2020, unless the parties agree in writing to extend the Agreement.

5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Either party may immediately terminate this Agreement if that party complied with Section 5.8.1 of this Agreement and the other party did not cure its default within the time provided by Section 5.8.1.

5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either party is prohibited from paying for such work from the planned funding source.

5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

5.11. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement including, but not limited to, any additional requirements imposed by state or federal funding sources.

5.12. 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.

***[SIGNATURES ON FOLLOWING PAGE]***



**CITY OF SANDY**  
Stan Pulliam, Mayor

Signing on Behalf of the Mayor & Council

\_\_\_\_\_  
Jordan Wheeler, City Manager

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

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

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

\_\_\_\_\_  
Date

July 18, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for  
Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$664,533 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies, vehicle use fees, purchased service for operations and insurance for buses for the Mt Hood Express.
<b>Funding Source</b>	Local funds, 5311 FTA Small Rural Transportation funds, 5310 FTA funds, Federal Lands Access Funds, Statewide Transportation Improvement Funds and state Special Transportation Funds
<b>Duration</b>	Effective July 1, 2019, and terminates on June 30, 2020
<b>Previous Board Action</b>	072618-A3 Previous Agreement approved
<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 transportation needs for seniors, persons with disabilities and low income job seekers.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 7/1/19
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S#9384

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

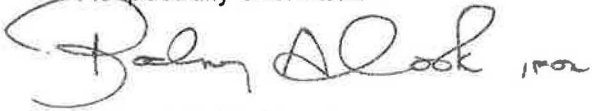
This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express and Transportation Reaching People to address temporary fleet shortages. The agreement also includes purchased service for operations through the City's contract with Rojoy Services LLC and insurance coverage for vehicles used for the Mt Hood Express bus service.

The agreement is effective July 1, 2019 and continues until June 30, 2020. The maximum amount of the agreement is \$664,533.

**RECOMMENDATION:**

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

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Richard Swift", with a date "1/18" written at the end.

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.
  
2. Scope of Work and Cooperation.
  - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX:
    - 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
    - 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
    - 2.1.3. Conduct research and analysis associated with policy and program development.
    - 2.1.4. Work with COUNTY for operational issues requiring county input.
    - 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
    - 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
    - 2.1.7. Assist with planning and coordination of events.
    - 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
    - 2.1.9. Update the MHX website and respond to information requests.
    - 2.1.10. Interact with public at the Sandy Park and Ride location.
    - 2.1.11. General office and clerical duties as needed.
    - 2.1.12. Participate in required training programs and staff meetings.
    - 2.1.13. Provide space for office staff, program materials and parking of buses.
    - 2.1.14. Order necessary shop supplies to support the operations of the Mt Hood Express
    - 2.1.15. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
    - 2.1.16. Provide purchased service from Rojoy Services LLC to continue the operations of the Mt Hood Express based on the cooperative RFP No. SAM2018 issued by the City of Sandy on April 13, 2018, (Exhibit 5) and as outlined in the response received from Rojoy Services LLC (Exhibit 6). The purchased service will include reimbursement for all preventative maintenance and repair activities completed by Rojoy Services LLC.

- 2.1.17. Provide insurance coverage for vehicles leased to CITY under separate lease agreement for use in the provision of the Mt Hood Express bus service, with Rojoy Services LLC listed as an additional insured.
- 2.1.18. Provide necessary staff and other administrative resources necessary to fulfill its obligations under this Agreement.
- 2.1.19. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. Reimburse CITY for all purchased service from Rojoy Services, LLC, billed for the Mt Hood Express bus service, including reimbursement for preventative maintenance and repairs.
- 2.2.7. Reimburse CITY for insurance costs associated with the vehicles leased to the CITY for use for the Mt Hood Express service.
- 2.2.8. COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY-owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.9. The county will continue to be responsible for paying for costs associated with MHX service that are not specifically included in this agreement. Those costs historically have included fuel, advertising, printing, website costs, and vehicle replacement
- 2.2.10. Provide administrative and operational support as needed.

### 3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit C: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed **\$664,533**. Any continuation or extension of this Agreement 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 Agreement, as determined by the COUNTY in its sole administrative discretion.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit B: Reporting Requirements*, attached hereto and incorporated by this reference herein.

- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this Agreement.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045  
([teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,  
Sandy, OR 97055 ([ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
  - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach

of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.

5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

5.9.1. Term. This Agreement is effective on July 1, 2019 and will terminate on June 30, 2020, unless the parties agree in writing to extend the Agreement.

5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Either party may immediately terminate this Agreement if that party complied with Section 5.8.1 of this Agreement and the other party did not cure its default within the time provided by Section 5.8.1.

5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either party is prohibited from paying for such work from the planned funding source.

5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

5.11. Necessary Acts. Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement including, but not limited to, any additional requirements imposed by state or federal funding sources.

5.12. 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.

***[SIGNATURES ON FOLLOWING PAGE]***



**CITY OF SANDY**  
Stan Pulliam, Mayor

Signing on Behalf of the Mayor & Council

\_\_\_\_\_  
Jordan Wheeler, City Manager

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

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

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

\_\_\_\_\_  
Date