

# AGENDA

**Thursday, August 15, 2019 - 10:00 AM**  
**Clackamas County Fairgrounds**  
**694 NE 4th Ave., Canby, OR 97013**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-82



## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Approval to execute a contract between Housing Authority of Clackamas County and A-1 Quality Construction for on-demand removal and replacement of flooring in Public Housing Units
2. Approval to Apply for Additional Mainstream Vouchers Providing Rental Assistance to Non-Elderly Disabled Families through the Notice of Funding Availability
3. Approval to Apply for a Grant for 25 New Limited Term Vouchers for Foster Youth to Independence Rental Assistance Program
4. Resolution No. 1939 Authorizing the Execution, Acknowledgement and Delivery of Transaction Documents for the Hillside Manor Rehabilitation Project
5. Approval of an Easement for the City of Milwaukie Allowing the Installation of a Storm Water Pipe on the Hillside Public Housing Property
6. Resolution No. 1940 Authorizing the Housing Authority to Submit the Section 8 Management Assessment Program (SEMAP) Certification to US Department of Housing and Urban Development

## **II. PRESENTATIONS** *(Following are items of interest to the citizens of the County)*

1. Drive to Zero Pledge (Joe Marek and Rob Sodowsky, Dept. of Transportation & Development)
2. Welcome to the Fair from Laurie Bothwell, Executive Director
3. Update on the New Extension Service Building (Mike Bondi, OSU Extension Service)
4. 4-H Presentation (Wendy Hein, 4-H Coordinator)

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

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

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

1. Approval of a Sub-recipient Agreement with Northwest Family Services and Community Development Division for Emergency Solutions Grant (ESG) Funding for the Casa Esperanza Homeless Shelter – *Community Development*
2. Approval of a Sub-recipient Agreement with Clackamas Women’s Services and Community Development Division for Emergency Solutions Grant (ESG) Funding for the CWS Homeless Shelter – *Community Development*
3. Approval of Amendment No. 1 of the Grant Agreement with Northwest Family Services for Culturally Specific Domestic Violence Shelter and Services – *Children, Families & Community Connections*
4. Approval of a Professional Services Contract between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project – *Health Centers*
5. Approval of an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer Community Resource Division Funds – *Social Services*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Adopting the Vacation of a Portion of a 20 Foot Wide Alley in Carver
2. Granting an Easement to Portland General Electric for the Installation of Reader Board at the Entrance of the Aquatic Center on Harmony Road
3. Approval of Accela Replacement Renewal Order Form and Relinquishment - *Procurement*

**C. Elected Officials**

1. Approval for the District Attorney’s office to Apply for the 2019-2021 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant for Prosecution Based Victim Program Grant – *District Attorney*

**D. Public & Government Affairs**

1. Approval of an Intergovernmental Agreement with the City of Milwaukie Regarding payment for Services Related to the Willamette Falls Locks State Commission

**E. Business & Community Services**

1. Approval of a Wood Innovation Grant Award with the US Forest Service to Support Incorporation of Mass Timber for the County Courthouse Project
2. Approval of the 1<sup>st</sup> Amendment to the Willamette Falls Legacy Project Rediscover the Falls Grant Agreement by Metro, the City of Oregon City and Rediscover the Falls
3. Approval of an Infrastructure and Additional Shared Cost Funding Agreement with the Clackamas Workforce Partnership for Fiscal Year 2019-2020

**V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Public Improvement Contract between the North Clackamas Parks & Recreation District and T.F.T. Construction, Inc. for the North Clackamas Aquatic Park Parking Lot Paving Project - *Procurement*

**VI. SERVICE DISTRICT NO. 5**

1. Board Order No. \_\_\_\_\_ Certifying the 2019-2020 Assessment Roll for Clackamas County Service District No.5

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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

**COPY**

August 15, 2019

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute a contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for on-demand removal and replacement of flooring in Public Housing units

<b>Purpose/Outcomes</b>	Approval to execute a contract between Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for on-demand removal and replacement of flooring in Public Housing units
<b>Dollar Amount and Fiscal Impact</b>	Not to Exceed sum of \$250,000
<b>Funding Source</b>	U.S. Housing & Urban Development (HUD) Federal Capital Grant Funds No County General Funds are involved
<b>Duration</b>	August 30, 2019 through August 30, 2021
<b>Previous Board Action</b>	none
<b>Strategic Plan Alignment</b>	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	July 1, 2019
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	9418

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S) is seeking approval to execute a contract between HACC and A-1 Quality Construction, LLC for removal and replacement of flooring in Public Housing units.

The Housing Authority of Clackamas County (HACC) issues an on-demand contract every two years to remove and replace flooring in Public Housing units, as needed. Replacing flooring in a timely manner allows HACC to maintain its High Performer status and prevent safety hazards.

A-1 Quality Construction was selected through a competitive Request for Proposal process. The scope of work includes full and partial repair and replacement of flooring in Public Housing units. The last 2-year contract resulted in new flooring for sixty-five public housing units.

**RECOMMENDATION:**

Staff recommends the Board approval the contract with A-1 Quality Construction. Staff further recommends authorizing Richard Swift, H3S Director to sign all contractual documents on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

**FORM OF CONTRACT**  
**PROJECT #19012**  
**Contract #c014-19**

THIS AGREEMENT made this **30** day of **July** in the year 2019 by and between **A-1 QUALITY CONSTRUCTION (Contractor)**, a business entity authorized to do business in the State of Oregon, hereinafter called the "Contractor," and **the Housing Authority of Clackamas County** hereinafter call the "PHA."

WITNESSETH, that the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **HACC WIDE FLOORING 2019-2021**, a prevailing wage project, **#19012**, in strict accordance with the Scope of Work referred to herein, which said Scope of Work and any Addenda are incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Scope of Work, a sum not to exceed one hundred twenty six thousand six hundred eighty eight dollars and seventy two cents. **(\$250,000.00)**.

**ARTICLE 3. Contract Dates.** The following critical dates are hereby set for the HACC WIDE FLOORING 2019-2021 PROJECT. Time is of the essence.

- A. START DATE: August 30, 2019**
- B. SUBSTANTIAL COMPLETION DATE: N/A**
- C. FINAL COMPLETION DATE: August 30, 2021**

**ARTICLE 4. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Agreement
- b. Bid Documents
- c. HUD General Conditions
- d. Addendum(s), if any
- e. Special Conditions
- f. Scope of Work

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 5.** Indemnity. The Contractor agrees to indemnify, save harmless and defend the PHA, its officers, elected officials, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees. This provision shall survive termination or expiration of this Contract.

**ARTICLE 6.** No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279C.100, the employee shall be paid at least time and a half pay for (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday or (2) all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall comply with the prohibition set forth in ORS 652.220, compliance of which is a material element of the Contract and a failure to comply is a breach entitling PHA to terminate the Contract for cause.

**ARTICLE 7.** Under the provisions of ORS 279C.515, if the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the PHA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**ARTICLE 8.** The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520.

**ARTICLE 9.** The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work.

**ARTICLE 10.** The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**ARTICLE 11.** The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(b).

**ARTICLE 12.** The Contractor agrees to have a performance bond and payment bond in place before starting any work on the project per ORS 279C.380. The Contractor agrees to have filed a public works bond with the Construction Contractors Board before starting any work on the project.

**ARTICLE 13.** The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830.

**ARTICLE 14.** Contractor certifies that both it and any of its subcontractors are (1) Registered to conduct business in the state of Oregon; (2) are actively licensed with the Oregon Construction Contractors Board; (3) are bonded and insured in amounts that meet or exceed the county's minimal requirements.

**ARTICLE 15.** CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

**ARTICLE 16.** The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

**ARTICLE 17.** For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

**ARTICLE 18.** Tax Laws.

18.1 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.2 Contractor represents and warrants that, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty in this Agreement that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle PHA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to PHA's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. PHA shall be entitled to recover any and all damages suffered as the result of PHA's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and PHA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.



**ARTICLE 19. Additional Terms**

- (1) **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- (2) **Integration.** The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (3) **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (4) **Debt Limitation.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- (5) **No attorney fees.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- (6) **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- (7) **No Third Party Beneficiaries.** PHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- (8) **Waiver.** The failure of PHA to enforce any provision of this Contract shall not constitute a waiver by PHA of that or any other provision.
- (9) **Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto of its authorized representative, is an independent contractor, acknowledges having read and understood this contract, and contractor agrees to be bound by its terms and conditions.

**COPY**

August 15, 2019

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

**Request Approval to Apply for Additional Mainstream Vouchers providing Rental Assistance to Non-elderly disabled families through the Notice of Funding Availability**

<b>Purpose/Outcomes</b>	Requesting approval to apply for additional Mainstream Vouchers that provide rental assistance to non-elderly disabled families through the Notice of Funding Availability (NOFA)
<b>Dollar Amount and Fiscal Impact</b>	Maximum grant award of 20 vouchers at an estimated value of \$193,200/annually No County General Funds
<b>Funding Source</b>	U.S. Department of Housing & Urban Development Funds
<b>Duration</b>	02/01/2020 - 01/31/2021 (Annually Renewable)
<b>Previous Board Action</b>	May 17, 2018 received approval to apply and were awarded 41 Mainstream Vouchers
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for additional Mainstream Vouchers through U.S. Department of Housing & Urban Development's (HUD) notice of funding availability.

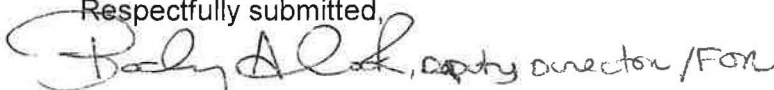
HACC currently provides rent assistance to 116 families through the Mainstream Voucher program, 41 of those were awarded last year. With an anticipated award of 20 new Mainstream vouchers, HACC will be able to provide rent assistance to 20 additional non-elderly and disabled families.

Given our current housing crisis, additional rental assistance is needed and HACC seeks to increase the number of vouchers available to Clackamas County residents and assist more families in need of rental assistance.

**RECOMMENDATION:**

Staff recommends the HACC Board's approval to apply for additional Mainstream Vouchers. Additionally, staff recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the Mainstream NOFA.

Respectfully submitted,



Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us/community\\_health](http://www.clackamas.us/community_health)

August 15, 2019

**COPY**

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Requesting approval to apply for a grant for 25 new limited term vouchers for  
Foster Youth to Independence Rental Assistance Program

<b>Purpose/Outcomes</b>	Approval to apply for a grant for 25 limited term, foster youth to independence rental assistance vouchers
<b>Dollar Amount and Fiscal Impact</b>	Maximum grant award of 25 vouchers at an estimated value of \$241,500 No County General Funds
<b>Funding Source</b>	U.S. Department of Housing & Urban Development Funds
<b>Duration</b>	10/01/2019 – 09/30/2020
<b>Previous Board Action</b>	No previous Board Action
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for grant funds to assist Foster Care youth graduating out of the system. This grant would provide up to 25 Foster Youth rental assistance and wrap around case management for 36 months to promote a path to self-sufficiency.

The U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for this new initiative entitled Foster Youth to Independence (FYI) to serve children impacted by Foster Care. This funding will serve children ages 16-24, who have left foster care, or will leave foster care within 90 days, and are homeless or at risk of becoming homeless. If awarded, HACC will provide monthly rental assistance and services through a partnership with our State Child Welfare agency, to help youth become stable and begin working towards self-sufficiency.

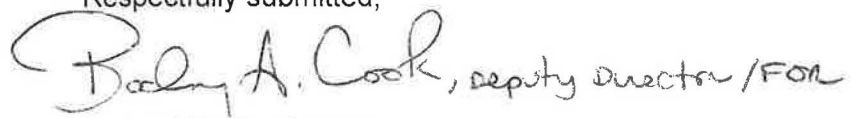
HUD is investing in local, collaborative efforts to prevent and end homelessness among youth with a history of child welfare involvement. The success of the program depends heavily on a partnership between HACC and Oregon State Department of Child Welfare. This program has never been awarded in Clackamas County and would be a great new resource for youth exiting the Foster Care system. The grant is expected to be awarded by year end 2019.

**RECOMMENDATION:**

Staff recommends the HACC Board's approval to apply for the FYI grant and enter into a Memorandum of Understanding (MOU) with the Oregon State Department of Child Welfare. Additionally, staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the FYI grant and MOU.

*Healthy Families. Strong Communities.*

Respectfully submitted,

Handwritten signature of Bradley A. Cook in cursive script.

Richard Swift, Director  
Health, Housing & Human Services

August 15, 2019

**COPY**

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Resolution No. 1939 Authorizing the Execution, Acknowledgement and Delivery of Transaction Documents for the Hillside Manor Rehabilitation Project

<b>Purpose/Outcomes</b>	Approve Resolution No 1939 authorizing: <ol style="list-style-type: none"> <li>a. Authorization for the the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project</li> <li>b. Authorization to Subdivide the Hillside Manor from the Hillside Park Property</li> <li>c. Delegation of signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the Letters of Intent (LOIs) and any documents reasonably necessary to carry out the subdivision of the Property.</li> </ol>
<b>Dollar Amount and Fiscal Impact</b>	Limited costs associated with subdivision of property and formation of legal entity
<b>Funding Source(s)</b>	4% Low Income Housing Tax Credits (LIHTC), Housing Preservation Funds (OHCS), Perm Loan, HACC Seller Financing
<b>Duration</b>	August 2019 through project closing
<b>Previous Board Action</b>	The Board discussed the delegation of signing authority at executive session on August 6, 2019
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Sustainable and affordable housing</li> <li>2. Ensure safe, healthy and secure communities</li> </ol>
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract Number</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department requests approval for the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project. In addition, HACC requests approval of Delegation of signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Housing Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property. Approval of the authorization request allows the project to move forward to closing. Hillside Manor is a 100 unit, 9 story residential building, originally constructed in 1970, serving low income households with incomes between 0 - 80% Area Median Income (AMI). The building has been owned and operated by the Housing Authority of Clackamas County (HACC)

since original construction. In December of 2017, HACC received approval from the US Department of Housing and Urban Development (HUD) to convert Hillside Manor to a project based Section 8 subsidy under the Rental Assistance Demonstration (RAD) program for Public Housing properties. RAD enables HACC to pursue funding through the Low Income Housing Tax Credit (LIHTC) program to leverage debt and other fund sources and complete renovations on the building.

All of the transaction documents have been prepared and reviewed by outside legal counsel. HACC has retained Kantor Taylor as our Tax Credit Counsel. Kantor Taylor has thoroughly reviewed and edited all of the Transaction Documents. The documents have also been reviewed by Clackamas County Counsel.

Once these authorizations have been granted, the project will proceed to closing in early Spring of 2020. In order to ensure an efficient and timely process for approving the numerous documents that are part of the project, HACC is requesting authorization for the HACC Executive Director and Director of Housing Development to execute and deliver the Transaction Documents. The request for Signing Authority is consistent with what was granted for the Easton Ridge and Rosewood Terrace projects.

The rehabilitation of Hillside Manor is a vital part of the Housing Authority's development strategy in meeting its goal of creating 1,000 new units of affordable housing. Approval of these documents constitutes the County's binding commitment to complete this project and will allow the Hillside Manor Project to move forward on schedule.

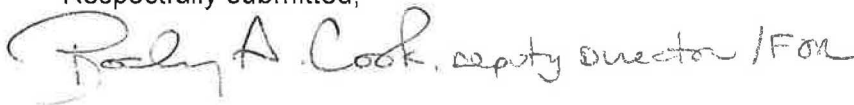
All documents have been reviewed and approved by Clackamas County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve Resolution 1939:

- a. Authorizing the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project
- b. Authorizing the subdivision of the Hillside Manor from the Hillside Park Property
- c. Delegating signing authority to the Director of Health, Housing and Human Services, the Executive Director of the Authority and the Director of Housing Development, each as an Authorized Representative with authority to finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property.

Respectfully submitted,

Handwritten signature of Richard Swift, Director of Health, Housing and Human Services.

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)

BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

In the Matter of Authorizing the Solicitation of a Lender and Investor, Execution, Acknowledgement and Delivery of Project Documents, Certain Expenditures, and Related Matters, for the Hillside Manor Project

RESOLUTION

NO. 1939

Page 1 of 4

WHEREAS, the Housing Authority of Clackamas County (“**Authority**”) works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes (“ORS”) 456.005 through 456.235; and

WHEREAS, the Authority owns and operates the housing projects known as Hillside Manor and Hillside Park (collectively the “**Hillside Properties**”), located on a parcel of land commonly described as 2889 SE Hillside Court, Milwaukie, OR 97222 (the “**Property**”); and

WHEREAS, the Authority desires to refinance and rehabilitate the Hillside Properties; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority to rehabilitate the Hillside Properties in separate stages, and that Hillside Manor shall be the first of the Hillside Properties to undergo refinancing and rehabilitation (the “**Project**”); and

WHEREAS, the Authority has determined that in order to facilitate the Project, the Authority must subdivide the Property so that Hillside Manor and Hillside Park are on separate parcels; and

WHEREAS, ORS 456.120(18) provides that a housing authority may enter in a partnership agreement in order to finance, plan, undertake, construct, acquire or operate a housing project; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority and the Project to form a limited partnership to be known as Hillside Manor Limited Partnership (the “**Partnership**”) for the purpose of carrying out the Project, in which the Authority shall be the sole initial limited partner; and

WHEREAS, ORS 456.120(20) provides that a housing authority may enter in a limited liability company agreement in order to further the purposes of the housing authority; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority and the Project to form a limited liability company to be known as Hillside Manor GP LLC to be the general partner of the Partnership (the “**General Partner**”), in which the Authority shall be the sole member; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project to obtain a low-income housing tax credit investment from an equity investor for purposes of providing a portion of the financing the Project (the “**LP Investment**”); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project to take all actions reasonably necessary to solicit an LP Investment, including releasing a Request for Proposals (“**RFP**”), executing a non-binding letter of intent (“**Investor LOI**”) with the selected investor; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to take all actions reasonably necessary to solicit a construction loan for purposes of financing the Project (the “**Construction Loan**”) including releasing an RFP, executing a loan term sheet with the selected lender (the “**Construction Lender Term Sheet**”) and making a customary good faith deposit with the selected lender in order to facilitate the lender’s due diligence activities (the “**Construction Loan Good Faith Deposit**”); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to take all actions reasonably necessary to solicit a permanent mortgage loan for purposes of financing the Project (the “**Permanent Loan**”) including releasing an RFP, executing a loan term sheet with the selected lender (the “**Permanent Lender Term Sheet**”) and along with the Investor LOI and the Construction Lender Term Sheet, the “**LOIs**”), and making a customary good faith deposit with the selected lender in order to facilitate the lender’s due diligence activities (the “**Permanent Loan Good Faith Deposit**” and along with the Construction Loan Good Faith Deposit, the “**Good Faith Deposits**”); and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to complete a U.S. Housing and Urban Development (“**HUD**”) Rental Assistance Demonstration Program (“**RAD**”) transaction to convert the public housing units in the Project to RAD units; and

WHEREAS, the Authority has determined it to be in the best interest of the Authority and the Project for the Authority to investigate all available options with HUD under RAD to arrive at a financing plan necessary to complete the Project, including converting at least 75 percent of public housing units in a project under RAD and converting through disposition up to 25 percent of public housing units within the project to Section 8 project-based voucher assistance (the “**75/25 Option**”).



NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY

Section 1. Authorization to Subdivide the Property.

The Authority, in its own capacity or as the sole member general partner of the Partnership, is hereby authorized to subdivide the Property in order to facilitate the Project, provided that ownership of the Property remains vested in the Authority or the Partnership. The Authority is further Authorized to execute any documents reasonably necessary to complete the subdivision, including entering into any necessary easements for the benefit of the Project or Hillside Park.

Section 2. Authorization to Form the General Partner and Partnership.

The Authority, in its own capacity, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the General Partner including but not limited to the following:

- a) A Certificate of Formation of the Partnership to be filed with the Secretary of State of the State of Oregon;
- b) An Operating Agreement with the Authority as the sole member;

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to execute and deliver such documents as may be necessary for the formation of the Partnership including but not limited to the following:

- a) A Certificate of Limited Partnership of the Partnership to be filed with the Secretary of State of the State of Oregon identifying the General Partner as the general partner;
- b) An Agreement of Limited Partnership between the General Partner as general partner and the Authority as the initial limited partner.

Section 3. Authorization to Solicit Offers from an Equity Investor.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit the LP investment, including, but not limited to, releasing an RFP and executing an LOI with the selected investor.

Section 4. Authorization to Solicit Offers from a Construction Loan Lender.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit offers for the Construction Loan, including, but not limited to, releasing an RFP, executing a Construction Lender Term Sheet and making the Construction Lender Good Faith Deposit.

Section 5. Authorization to Solicit Offers from a Permanent Loan Lender.

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to solicit offers for the Permanent Loan, including, but not limited to, releasing an RFP, executing a Permanent Lender Term Sheet and making the Permanent Lender Good Faith Deposit.

Section 6. Authorization to Pursue RAD Financing Options with HUD

The Authority, in its own capacity or as the sole member of the General Partner of the Partnership, is hereby authorized to take any actions reasonably necessary to investigate all available options with HUD under RAD to arrive at a financing plan necessary to complete the Project, including the 75/25 Option.

Section 7. Delegation.

The Executive Director of the Authority, the Director of Health, Housing and Human Services, and the Director of Housing Development is each an Authorized Representative, and each may individually, on behalf of the Authority, in its own capacity or as the general partner of the Partnership, and without further action by the Board, finalize the terms of, and execute, acknowledge and deliver the LOIs and any documents reasonably necessary to carry out the subdivision of the Property.

Be it further resolved, that to the extent any action, agreement, document or certification has heretofore been taken, executed, delivered or performed by an Authorized Representative named in these Resolutions on behalf of the Authority, acting in its own capacity or as general partner of the Partnership, and in furtherance of the Project, the same is hereby ratified and affirmed.

DATED THIS \_\_\_\_ DAY OF JULY, 2019

BOARD OF COMMISSIONERS FOR THE HOUSING  
AUTHORITY OF CLACKAMAS COUNTY

---

Chair

---

Recording Secretary

APPROVED AS TO FORM

---

COUNSEL FOR HOUSING AUTHORITY  
OF CLACKAMAS COUNTY, OREGON

**COPY**

August 8, 2019

Housing Authority Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of Easement for the City of Milwaukie allowing the installation of a Storm Water Pipe on the Hillside Public Housing Property

<b>Purpose/Outcomes</b>	Easement agreement between Housing Authority and the City of Milwaukie to install a storm water drainage system on the perimeter of the property.
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact to the Housing Authority
<b>Funding Source</b>	No Funding Source Required
<b>Safety Impact</b>	Enables the city to provide safe and compliant storm water management for the neighborhood.
<b>Duration</b>	Date agreement is executed and up to the point of termination as noted in the agreement.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and Affordable housing 2. Ensure safe, healthy and secure community infrastructure
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	

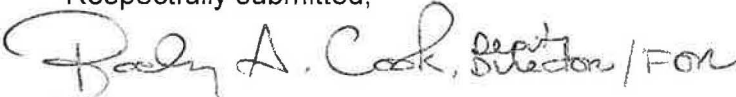
**BACKGROUND:**

The City of Milwaukie is requesting the execution of an easement agreement that would enable the city to install and maintain a storm water pipe along the west and south perimeters of the Housing Authority's Hillside public housing property. This storm water pipe will serve the greater neighborhood around Hillside Manor and Park. The pipe will be installed along the property line and will not adversely affect the housing structures or housing management activity of the Housing Authority. The City plans to begin construction on this project this fall and complete the project by the summer of 2020.

**RECOMMENDATION:**

Staff recommends the approval to of this Easement Agreement between the Housing Authority and The City of Milwaukie. This approval will require the signature of the Board Chair of the Clackamas County Commissioners.

Respectfully submitted,

  
 Richard Swift, Director

Health, Housing & Human Services

AFTER RECORDING RETURN TO:

CITY OF MILWAUKIE  
ATTENTION CITY MANAGER  
10722 SE MAIN STREET  
MILWAUKIE OR 97222

UNTIL A CHANGE IS REQUESTED  
SEND TAX STATEMENTS TO:  
NO CHANGE

---

*This space is reserved for recorder's use.*

### STORM DRAINAGE UTILITY EASEMENT

THIS STORM DRAINAGE UTILITY EASEMENT (hereinafter referred to as this "***Easement***") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "***Effective Date***"), by and between **Housing Authority of Clackamas County**, ("***Grantor***"), and **the City of Milwaukie**, an Oregon municipal corporation ("***the City***").

### RECITALS

**A.** Grantor owns of record certain real property located in Clackamas County, Oregon and legally described on the attached and incorporated Exhibit A ("***Grantor's Property***").

**B.** The City desires a variable width, permanent, non-exclusive easement upon Grantor's Property for the purpose of laying out, installing, replacing and maintaining underground pipes, lines, or other storm drainage infrastructure (collectively the "***Storm Drainage Improvements***") and doing all things reasonably necessary to maintain the Storm Drainage Improvements within the Easement Area. The legal description and graphic depiction of each portion of Grantor's Property subject to the Easement is depicted on the attached and incorporated Exhibit B (collectively, the "***Easement Area***").

**C.** The City desires a variable width, temporary construction, non-exclusive easement upon Grantor's Property for construction purposes, which shall terminate upon acceptance of the Storm Drainage Improvements by the City. The legal description and graphic depiction of each portion of the Grantor's Property subject to the Easement is depicted on the attached and incorporated Exhibit C (collectively the "***Temporary Easement Area***").

C. Grantor desires to grant such an easement to the City, pursuant to the terms set forth in this Easement.

## **AGREEMENT**

**1. Grant of Easement.** Grantor, in consideration of as well as the mutual benefit hereby gained, which benefit is hereby acknowledged by the Grantor, does hereby grant, bargain, and convey unto the City, a non-exclusive easement, consisting of a variable width strip of property depicted on Exhibit B as the Easement Area, solely for the purpose of laying out, installing, replacing and maintaining the Storm Drainage Improvements and doing all things reasonably necessary to maintain the Storm Drainage Improvements within the Easement Area. This Easement does not grant or convey to the City any interest in the surface of the Easement Area except as is reasonably necessary for the location, maintenance, and repair of the Storm Drainage Improvements. The City may not place any permanent or temporary structures on Grantor's Property without the express written consent of Grantor. Any use of Grantor's Property other than those reasonably necessary to repair and maintain the Storm Drainage Improvements is strictly prohibited and shall constitute a trespass unless otherwise agreed to in writing.

Grantor further agrees that no building or other improvement shall be erected upon said Easement Area by Grantor, or by Grantor's successors, assignees or lessees, without the written consent of the City.

**2. Grant of Temporary Easement.** Grantor, in consideration of as well as the mutual benefit hereby gained, which benefit is hereby acknowledged by the Grantor, does hereby grant, bargain, and convey unto the City, a temporary, non-exclusive easement, as depicted on Exhibit C, solely for the purpose of construction-related activities, including, but not limited to, construction staging and storage during construction of the Storm Drainage Improvements.

The temporary easement granted hereunder shall terminate upon completion of the Storm Drainage Improvements by the City.

**3. Covenant Not to Interfere.** The City's use of the Easement Area shall, to the maximum extent practical, be performed in a manner that does not interfere with, damage, disturb, hinder, or prevent the use and enjoyment of Grantor's Property. In the event the City's rights granted hereunder require use of the Easement Area in a manner that does interfere, damage, disturb, hinder, or prevent use of Grantor's Property, the parties shall agree, in writing, to a mutually acceptable date and time for such use to occur in a manner that limits the impact to Grantor. The City may, in the event of an emergency, use the Easement Area without prior written agreement by the parties. No advance notice is required for routine maintenance and repair of the Storm Drainage Improvements provided such maintenance and repair does not interfere with Grantor's use and enjoyment of its Property.

**4. Maintenance and Repair.** The City agrees to maintain and keep the Storm Drainage Improvements in good condition and repair. In maintaining the Storm Drainage Improvements, the City shall have a temporary, nonexclusive license for access across Grantor's Property at reasonable times and under conditions that do not unreasonably interfere with the use of Grantor's Property by Grantors, or by Grantor's successors, assignees or lessees.

**5. Access to the Easement Area.** The City may enter the Easement Area during Grantor's normal business hours (Monday through Friday, 7:00 a.m. – 6:00 p.m.) to perform the work contemplated by this Easement (the "**Work**"), subject to the remaining terms and conditions of this Easement. Grantor, for itself and its successors and assigns, reserves the right to use and enjoy the surface of the Easement Area, from time to time, in any manner not inconsistent with this Easement, and the City shall not impair in any material respect the ability of Grantor or its assignees to so use and enjoy the Easement Area, for such purposes and in such manner as is not inconsistent with the City's use thereof. Except for the temporary license provided for in Section 4 above, it is understood that the easement herein granted does not convey any right or interest in any other portion of Grantor's Property, and, except as otherwise provided in this Easement, the City shall not have any rights to access, conduct work, or otherwise, as to any portion of Grantor's Property, other than the Easement Area. All Work done in connection with this Easement shall be obtained and paid for by, and be the sole responsibility of, the City, and shall be performed by the City's agents or contractors; provided, however, that Grantor shall cooperate with the City, its agents and contractors to a commercially reasonable extent at no cost or expense to Grantor.

**6. Notification of Access.** Except for routine maintenance and repair or in the event of an emergency, the City shall not, and its contractors and agents will not, enter onto the Easement Area, without at least twenty-four (24) hours prior written notice to Grantor, which notice shall generally describe the nature of Work which is to take place.

**7. Safety Precautions.** The City and its agents and contractors shall comply with all applicable laws, ordinances, regulations and permits, as applicable in performing any Work or causing any Work to be performed on Grantor's Property. The City further represents and warrants that it will not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Easement Area or Grantor's Property. The term "Hazardous Substance" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any applicable environmental law

**8. Termination.** This Easement shall terminate, and the Easement Area extinguished, by operation of law if the following events occur: (1) Grantees remove or disconnect the Storm Drainage Improvements, and work to rebuild or reconnect is not commenced within ninety (90) days after the date of removal or disconnection, or such other time as reasonably agreed to by the parties; or (2) by written mutual consent of the parties. Grantor may terminate this Agreement, and extinguish this Easement, if, after thirty (30) days' notice and opportunity to cure, the City violates any material term or condition of this

Easement and provided such Storm Drainage Improvements are either inactive or have been relocated. If this Easement is terminated and the Easement extinguished, Grantor may, without notice to the City, record an easement termination document in the real property records of Clackamas County, Oregon.

After termination of this Easement and extinguishment of the easement granted herein, the City, at the City's expense, shall upon demand remove any and all of the City's property from the Easement Area and restore the Easement Area and surrounding area to Grantor's reasonable satisfaction.

**9. Insurance.** The City's agents and contractors, at their own expense, shall carry the following policies of insurance and, prior to entering the Easement Area for any purpose, shall provide Grantor with satisfactory certificates of insurance, listing Grantor as an additional insured on all policies, with the exception of the Worker's Compensation policy, evidencing that such agents or contractors have insurance in full force and effect at all times meeting the requirements set forth below, as applicable

- (a) Commercial general liability insurance coverage for bodily injury and property damage. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a One Million Dollar (\$1,000,000) aggregate limit and excess umbrella liability insurance in the amount of Two Million Dollars (\$2,000,000); and
- (b) Workers' Compensation insurance in accordance with statutory law.

**10. Other Property Rights.** This Easement is nonexclusive and subject to all prior easements, encumbrances, and the pre-existing superior rights of any tenants occupying the Property, whether or not such interests are recorded, including without limitation, rights of quiet enjoyment. The City will not interfere in any material respect with any tenants, contractors or invitees at or on the Property, so long as the activities of such persons or entities are not inconsistent with the City's rights of use specified in this Easement.

**11. Damage to the Easement Area or Grantor's Property.** The City shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of, access over, or maintenance of the Easement Area or Storm Drainage Improvements, or from any act, omission, or neglect of the City, their agents or employees. The City shall repair promptly any damage, impact or disturbance to the Easement Area or Grantor's Property directly or indirectly caused by any acts of the City or its contractors or agents and to restore the Easement Area or Grantor's Property to the condition it was in immediately prior to conducting any of the Work. The City promptly shall inform Grantor, if it shall discover or create a condition on the Easement Area or Grantor's Property that it reasonably believes will give rise to any liability or claim against Grantor or would result in any occurrence or finding that would require notice to any governmental agency.



**12. Indemnification.** Subject to the limitations and restrictions of Article XI, Section 9, of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City agrees to indemnify, defend, protect and hold Grantor and its employees, tenants, invitees, contractors, and agents (collectively, the "*Indemnified Parties*") harmless, from and against any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting directly or indirectly from, or in connection with, the use of the Easement Area, the Storm Drainage Improvements, or Grantor's Property (whether or not permitted by this Easement) by the City or its agents, contractors, or other representatives including, without limitation, any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting, or alleged to be resulting, from personal injury or death, or property damage, or mechanic's or materialmen's liens, except to the extent caused by Grantor's negligent acts or omissions.

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

**13. Cooperation.** If requested of Grantor, the City, without charge, at any reasonable time and from time to time, within ten (10) business days after written request by Grantor, shall certify by written instrument, duly executed, acknowledged and delivered to Grantor or any other party specified by Grantor in writing, that: (a) this Easement is unmodified and in full force and effect, or, if there has been a modification hereto, that the same is in full force and effect as modified and stating any such modification; (b) whether, to the knowledge of the City, there are then existing any defaults under this Easement, and, if so, specifying the same; and (c) such other pertinent information as such Grantor reasonably may request.

**14. Liens.** In the event that any lien is placed upon all or any portion of the Easement Area or Grantor's Property resulting directly or indirectly from, or in connection with, any entry on Grantor's Property (whether or not permitted by this Easement) by the City or its agents, contractors or other representatives, pursuant to the terms and conditions of this Easement, the City shall pay and discharge or bond around and discharge such lien within ten (10) business days after the City's receipt of written notice of the attachment of such lien.

**15. Entire Agreement.** This Easement constitutes the entire agreement between the parties relating to the provisions of this Easement and supersedes all oral communication between the parties regarding the same prior to the execution hereof, all understandings and negotiations regarding the same having been merged herein. This Easement may be amended or modified only by a written instrument executed by both the City and Grantor or their respective successors or assigns, as the case may be, if applicable. This Easement

shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, permitted assigns, affiliates, parent entities, divisions and legal representatives. Time is of the essence of this Easement and of the performance of all of the covenants, agreements and obligations contained in this Easement.

**16. Governing Law.** This Easement and the provisions herein shall be interpreted, construed, and enforced in accordance with the laws of the state of Oregon.

**17. Injunctive Relief.** Both parties agree that, if it, or its representatives, shall commit a breach of any of the provisions of this Easement, the other party shall have the right and remedy to institute proceedings to obtain injunctive relief for any breach hereof, it being hereby acknowledged and agreed that any such breach may cause irreparable injury to the non-breaching party and its affiliates and that money damages would not provide an adequate remedy to the non-breaching party. This stipulation with respect to damages incurred by the parties upon a breach of this Easement shall be limited to use in an action for injunctive relief. Further, nothing herein shall be construed to limit any other remedy available to the parties with respect to any such breach.

**18. Counterparts.** This Easement may be executed in multiple counterparts, each of which shall be deemed originals, and all of which taken together shall constitute one instrument. The parties may execute and deliver this easement by forwarding signed facsimile copies or electronic scan copies of this Easement, which shall have the same binding effect as original signatures.

**19. Covenants Running with the Land/Assignment.** The parties to this Easement acknowledge and agree that the easements and other rights conferred by this Easement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

**20. Effective Date.** This Easement shall be effective upon the last date it is executed by Grantor and the City.

**21. Authorized Representative.** The individual signing on behalf of each respective party states that he/she is the duly authorized representative of that party and that his/her signature on this Easement has been duly authorized by, and creates the binding and enforceable obligation of the party on whose behalf he/she signs.

**22. Notices.** Any notice permitted or required by this Easement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Easement, or to such other address designated in writing to the other party.

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

**24. Non-Liability of Officials and Employees.** Notwithstanding any other provision herein, no member, elected official, employee, shareholder, director, officer, agent or representative of any of the parties (or their respective successors and assigns) shall be personally liable to the other party (or its successors and assigns) in the event of any default or breach of any provision of this Easement by any party (or its successors and assigns).

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

**26. Relationship.** Nothing contained in this Easement will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Grantees and Grantor.

**27. Waiver.** Failure of either party at any time to require performance of any provision of this Easement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.

**28. Recording.** The Easement may be recorded by either party in the real property records of Clackamas County, Oregon.

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

IN WITNESS WHEREOF, the parties above named has hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

**"GRANTOR"**

**"THE CITY"**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ of The City of Milwaukie.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 F: (503) 563-6152

AKS Job #5122

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

## EXHIBIT A

Document as recorded in Book 282, Pages 677-678, Clackamas County Deed Records  
As recorded 7/9/1941

Beginning at a point in the southerly line of Bonnie View Acres Plat No. 4, according to the duly recorded plat thereof, which said point is south 87° 36' 22" west 663.20 feet distant from the southeasterly corner of said Bonnie View Acres Plat No.4; thence south 1° 11' 03" east 400 feet to a point; thence south 87° 36' 22" west 295 feet, more or less, to the easterly line of the right of way of the Oregon & California Railway Company; thence northerly along the easterly line of said right of way 408.30 feet, more or less, to the southwesterly corner of said Bonnie View Acres Plat No. 4; thence north 87° 36'22" east 364.53 feet to the point of beginning, situate in Section 25, T. 1 S. R. 1 E..



AKS ENGINEERING & FORESTRY, LLC  
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #5122

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - KEIZER, OR - BEND, OR

## EXHIBIT B

A tract of land located in the Southwest One-Quarter of Section 25, Township 1 South, Range 1 East, Willamette Meridian, City of Milwaukie, Clackamas County, Oregon, and being more particularly described as follows:

Commencing at the southwest corner of Lot 5, Block 12 of the plat "Bonnie View Acres Plat No. 4", Plat No. 457, Clackamas County Plat Records; thence along the southerly line of said plat, North 89°06'28" East 28.71 feet to the Point of Beginning; thence continuing along said southerly line, North 89°06'28" East 20.21 feet; thence leaving said southerly line, South 09°12'07" East 35.65 feet; thence along a non-tangent curve to the left (Radial Bearing of North 64°32'16" East) with a Radius of 25.00 feet, a Delta of 90°35'00", a Length of 39.52 feet, and a Chord of South 70°45'14" East 35.53 feet; thence North 63°57'16" East 18.55 feet; thence South 09°12'07" East 18.81 feet; thence South 63°57'16" West 33.62 feet; thence along a curve to the left with a Radius of 25.00 feet, a Delta of 57°03'28", a Length of 24.90 feet, and a Chord of South 35°25'32" West 23.88 feet; thence South 06°33'38" East 216.15 feet to a line which is parallel with and 20.00 feet easterly of, when measured at right angles to, the easterly right-of-way line of Southern Pacific Railroad (30.00 feet from centerline); thence along said parallel line along a non-tangent curve to the left (Radial Bearing of North 74°00'46" East) with a Radius of 2814.83 feet, a Delta of 11°09'00", a Length of 547.78 feet, and a Chord of South 21°33'44" East 546.92 feet to the north line of the plat "Gallop", Plat No. 413, Clackamas County Plat Records; thence along said north line, South 89°39'00" West 22.38 feet to said easterly right-of-way line; thence leaving said north line along said easterly right-of-way line along a non-tangent curve to the right (Radial Bearing of North 63°04'00" East) with a Radius of 2834.83 feet, a Delta of 10°58'47", a Length of 543.24 feet, and a Chord of North 21°26'37" West 524.41 feet; thence leaving said easterly right-of-way line, North 06°33'38" West 217.31 feet; thence North 09°21'49" West 107.42 feet; thence North 09°12'07" West 78.65 feet to the Point of Beginning.

The above described tract of land contains 20,144 square feet, more or less.

2/7/2019

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

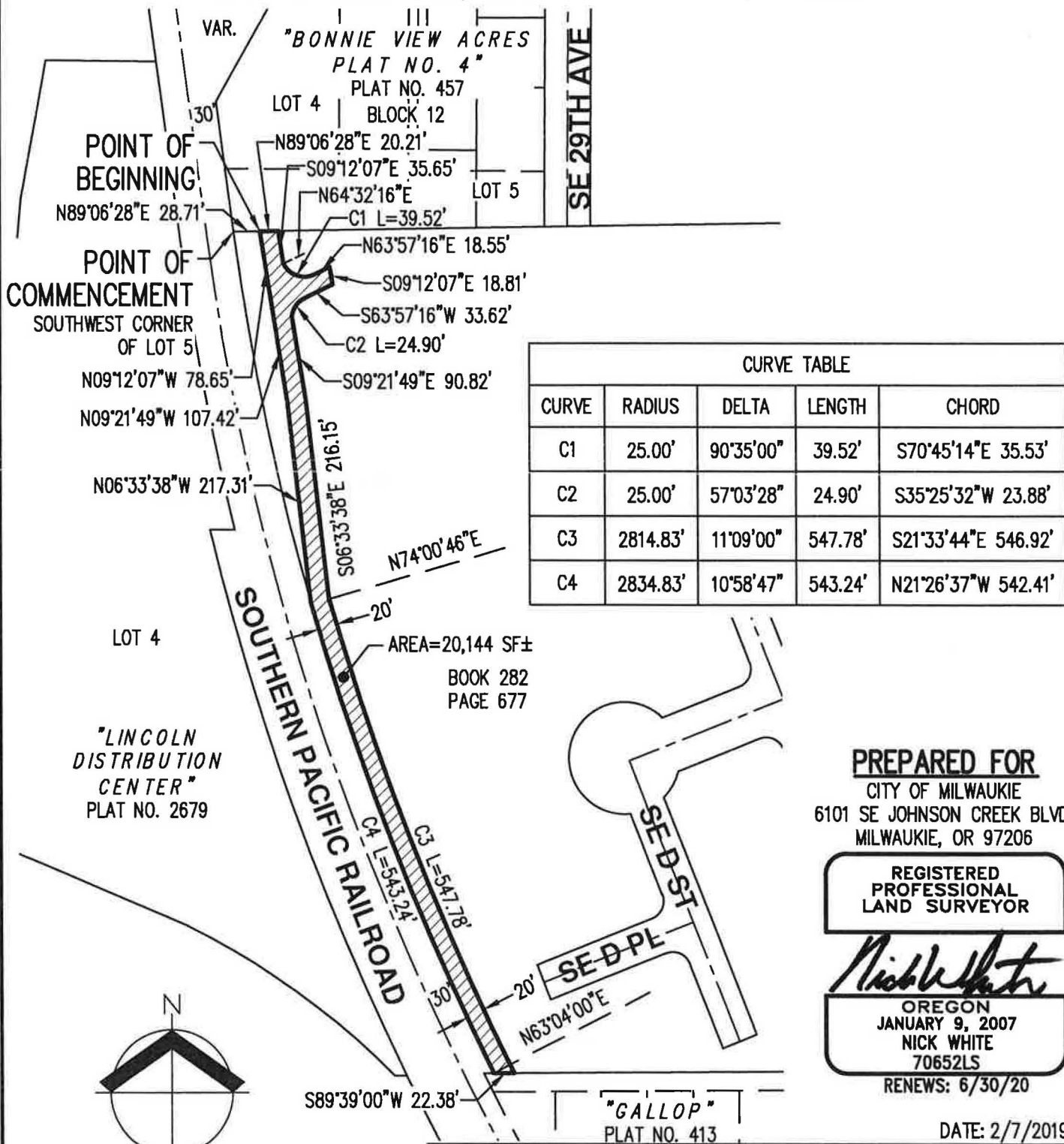
*Nick White*

OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS

RENEWS: 6/30/18

# EXHIBIT B

A TRACT OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,  
CITY OF MILWAUKIE, CLACKAMAS COUNTY, OREGON



**PREPARED FOR**  
CITY OF MILWAUKIE  
6101 SE JOHNSON CREEK BLVD.  
MILWAUKIE, OR 97206

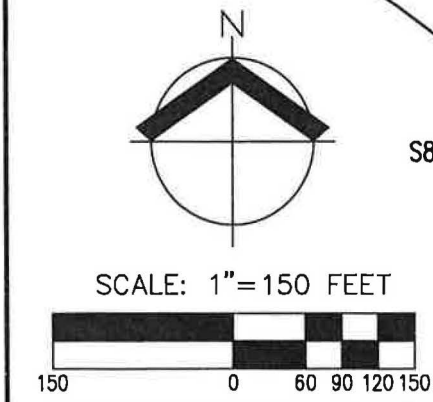
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Nick White*

OREGON  
JANUARY 9, 2007  
NICK WHITE  
70652LS  
RENEWS: 6/30/20

DATE: 2/7/2019

<b>MAP OF DESCRIPTION</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 P: 503.563.6151 F: 503.563.6152 aks-eng.com		DRWN: ZJG CHKD: NSW AKS JOB: 5122



August 15, 2019

**COPY**

Board of County Commissioners of the  
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1940 authorizes the Housing Authority to submit the Section 8  
Management Assessment Program (SEMAP) Certification to  
U.S. Department of Housing and Urban Development

<b>Purpose/Outcomes</b>	Resolution No. 1940 authorizes the Housing Authority of Clackamas County's (HACC) to submit the Section Eight Management Assessment Program Certification (SEMAP).
<b>Dollar Amount and Fiscal Impact</b>	\$0
<b>Funding Source</b>	U.S. Department of Housing and Urban Development . No General Funds used.
<b>Duration</b>	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
<b>Previous Board Action</b>	Resolution No. 1932, SEMAP approval was passed by the HACC Board of Commissioners August 16, 2018
<b>Strategic Plan Alignment</b>	1. Efficient & Effective Services 2. Build Public Trust through Good Government
<b>Contact Person</b>	Jill Smith, Executive Director 503-742-5336
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution No. 1940 to authorize HACC to submit the SEMAP certification to U.S. Department of Housing and Urban Development.

The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well HACC is administering the Housing Choice Voucher rental assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings:

- High Performer = Score of 90% or higher
- Standard Performer = Score between 60% and 89%
- Troubled Housing Authority = Score below 60%

HACC is pleased to report that we continue to be a High Performer.

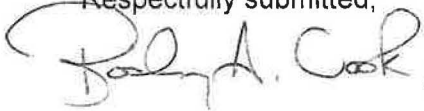
HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution shows the Board approves our SEMAP submission and gives HACC the authority to submit it to HUD.



**RECOMMENDATION:**

Staff recommends that the Board approve Resolution No. 1940 and the attached SEMAP Certification and authorize the Executive Director of the Housing Authority to submit the Certification to HUD on behalf of the Housing Authority Board.

Respectfully submitted,

 Paul A. Cook, deputy director / FOR

Richard Swift, Director  
Health, Housing & Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of authorizing the  
Housing Authority of Clackamas  
County to submit the Section Eight  
Management Assessment  
Program (SEMAP) Certification



Resolution No. 1940  
*Page 1 of 1*

Whereas, the Housing Authority of Clackamas County must provide a self-assessment relating to the Housing Choice Voucher tenant-based assistance program annually, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U.S. Department of Housing and Urban Development, and

NOW THEREFORE, BE IT RESOLVED that the SEMAP is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U.S. Department of Housing and Urban Development.

**DATED** this 15th day of August, 2019

**BOARD OF COUNTY COMMISSIONERS OF THE  
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

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Chair

---

Recording Secretary





Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter (MM4139) PIC Main

Field Office: OEPH PORTLAND PROGRAM CENTER  
Housing Agency: OR001 Clackamas  
PHA Fiscal Year End: 6/30/2019

SEMAP

KDHAP

Logoff

OMB Approval No. 2577-0215

### SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

#### Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

#### Performance Indicators

##### 1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response  Yes  No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response  Yes  No

##### 2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response  Yes  No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

- PHA Response  At least 98% of units sampled  80 to 97% of units sampled  
 Less than 80% of units sampled

### 3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

- PHA Response  At least 90% of files sampled  80 to 89% of files sampled  
 Less than 80% of files sampled

### 4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

- PHA Response  Yes  No

### 5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

- PHA Response  Yes  No

### 6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

- PHA Response  At least 98% of cases sampled  Less than 98% of cases sampled

### 7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

- PHA Response  Yes  No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

- PHA Response  Yes  No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response  Yes  No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response  Yes  No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response  Yes  No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response  Yes  No

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[Go to Deconcentration Addendum](#)

Save Reset



Toni Karter (MM4139) PIC Main

ASSESSMENT Profile Reports Submission List Summary Certification Profile Comments

Field Office: 0EPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2019

SEMAP

KDHAP

SEMAP CERTIFICATION (Page 2)

Logoff

Performance Indicators

8. Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program-by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name Portland Metropolitan

FMR 1 of 1

Enter current FMRs and payment standards (PS)

Table with 5 columns: 0-BR FMR, 1-BR FMR, 2-BR FMR, 3-BR FMR, 4-BR FMR. Includes rows for PS values and Save/Add/Delete buttons.

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS Incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated

0

mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

49

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

1

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response  Yes  No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response  Yes  No

Deconcentration Addendum

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Save Reset





Toni Karter (MM4139) PIC Main

- Assessment Profile
- Reports
- Submission
- List
- Summary
- Certification
- Profile
- Comments

Field Office: OEPH PORTLAND PROGRAM CENTER  
 Housing Agency: OR001 Clackamas  
 PHA Fiscal Year End: 6/30/2019

SEMAP

KDHAP

Logoff

SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 8/5/2019

PHA Name Clackamas  
 Principal Operating Area of PHA Clackamas County

(The geographic entity for which the Census tabulates data)  
**Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.**

1990 Census Poverty Rate of Principal Operating Area 5.90

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1 a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater. 358
- b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY. 640
- c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b). 56
- Is line c 50% or more? Yes  No

- 2 a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.
- b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- c Number of Section 8 families with children who moved during the last completed PHA FY
- d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes  No

- 3 a Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.
- b Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- c Number of Section 8 families with children who moved during the last two completed PHA FYs.
- d Percent of all Section 8 families with children who moved to low poverty census

tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes  No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.  
See instructions above concerning bonus points for State and regional PHAs.**

[Back to Certification](#)

Page 1 of 1



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Drive to Zero Pledge

<b>Purpose/Outcomes</b>	Encourage everyone to take the pledge to <i>Drive to Zero</i> traffic fatalities and severe injuries. Ask Commissioners to sign the pledge at the meeting to help lead the way.
<b>Dollar Amount &amp; Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Ongoing. The county's goal, in line with state and national goals, is to reach zero traffic fatalities and serious injuries by the year 2035.
<b>Previous Board Action</b>	Board has previously approved the updated Transportation Safety Action Plan, also known as the Drive to Zero Plan.
<b>County Counsel Review</b>	N/A
<b>Strategic Plan Alignment</b>	1. Build public trust through good government. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Joseph Marek, 503-742-4705

**BACKGROUND:**

It will only be possible to eliminate traffic fatalities and serious injuries with the commitment of each individual driver. The Board is asked to lead the way by signing the following ***Drive to Zero Pledge***.

*I pledge to drive safely because I want to do my part to eliminate traffic-related fatalities in Clackamas County. My Drive to Zero pledge shows that I care about everyone who shares the streets, including children, seniors, persons with disabilities, pedestrians, bicyclists, motorcyclists and other motorists. Therefore, I pledge to myself, my loved ones and my community to:*

- ***Be Attentive*** -- Devote my full attention to driving with my eyes on the road, my hands on the wheel and my mind on driving
- ***Limit Speed*** -- Drive within the speed limit and the conditions of the road
- ***Yield to Pedestrians*** -- Stop for pedestrians at crosswalks and intersections
- ***Buckle Up*** -- Buckle up every time I drive and insist that all passengers and pets are also properly secured
- ***Be Alert*** -- Drive sober and alert
- ***Be Patient*** -- Not let impatience, anger or road rage impact the way I drive

**RECOMMENDATION:** Staff respectfully asks the commissioners to sign the Pledge.

Sincerely,

Joseph Marek, Traffic Engineering Supervisor  
Director, Clackamas County Safe Communities Program

**COPY**

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Family Services and the  
Community Development Division for  
ESG Funding for the Casa Esperanza Homeless Shelter

<b>Purpose/ Outcome</b>	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant (ESG) funds of \$13,500 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG funds
<b>Duration</b>	July 1, 2019 to June 30, 2020
<b>Previous Board Action/ Review</b>	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$13,500 of ESG funds to be available for the CWS Homeless Shelter for survivors of domestic violence.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on July 30, 2019.
<b>Contact Person</b>	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9422

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the Casa Esperanza Homeless Shelter in Clackamas County, OR. In December of 2016 Los Ninos Cuentan applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. Los Ninos Cuentan has now merged with Northwest Family Services and still operates a homeless shelter. Los Ninos/Northwest Family Services was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

**PROJECT OVERVIEW:** The Northwest Family Services Casa Esperanza Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

It is expected that the funding under this ESG contract will assist approximately 20 survivors of domestic and sexual violence with shelter services during the program year.

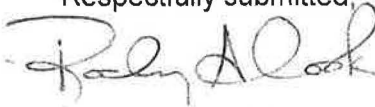
*Healthy Families. Strong Communities.*

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

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

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

Respectfully submitted,



Kelly A. Cook, deputy director / FOR

Richard Swift, Director  
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 20-015**

Project Name: *ESG Title IV-B*  
Project Number: *To Be Assigned*

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Community Development Division ("COUNTY") and Clackamas Women's Services ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Mark Sirois</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5429 larrycru@co.clackamas.or.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5664 marksir@clackamas.us

**Subrecipient Data**

Fiscal Representative: <i>Carla Batcheller</i>	Program Representative: <i>Angie Drake</i>
256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-654-2807 angied@cwsor.org

DUNS: 959059759

**RECITALS**

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for eligible operating and maintenance expenditures for the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by HUD, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount that COUNTY will pay is \$40,000.00. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
  - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,

- c. Written notice provided by COUNTY that HUD has determined that ESG funds are no longer available for the purposes outlined in this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of assistance to the homeless.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.



- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E.
- k) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Specific Conditions.** None.
- n) **Grantor Recognition.** SUBRECIPIENT shall insure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- o) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- p) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- q) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- r) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- s) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- t) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- u) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- w) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- x) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for ESG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- y) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.
- z) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503

and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

## 12. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement

should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.

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

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned,

hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Subagreements.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

#### 14. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR part 200 apply to SUBRECIPIENT; program income is to be used as the nonfederal share under 2 CFR 200.307(e). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - a. Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
  - b. SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

## 15. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.



- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### 16. Affirmative Action

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

#### 17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
  - i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreement or other disability exist which would prevent compliance with these requirements.
  - ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
  - iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan

area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- iv. **SUBRECIPIENT** certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
  - v. **Notifications.** **SUBRECIPIENT** agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - vi. **Subcontracts.** **SUBRECIPIENT** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. **SUBRECIPIENT** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
18. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
19. **Independent Status.** **SUBRECIPIENT** is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. **SUBRECIPIENT** is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. **SUBRECIPIENT** shall not seek or have the power to bind COUNTY in any transaction or activity.
20. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
21. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and **SUBRECIPIENT** arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
22. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
24. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party

Clackamas Women's Services 20-015

Subrecipient Grant Agreement - ESG

Page 15 of 33

beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

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

Signing on Behalf of the Board,

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

By:   
Melissa Erlbaum, Executive Director

By: \_\_\_\_\_  
Recording Secretary

Dated: 7.30.19

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

Approved to Form

By: \_\_\_\_\_  
County Counsel

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

- 
- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
  - Exhibit A.1 SUBRECIPIENT Scope of Work
  - Exhibit B: SUBRECIPIENT Program Budget
  - Exhibit C: Lobbying Certificate
  - Exhibit D: Required Financial Reporting and Reimbursement Request
  - Exhibit E: Subrecipient Performance Reporting
  - Exhibit F: Required Certifications
  - Exhibit G: Final Financial Report
  
  - Attachment A: Excerpt from 24 CFR Part 85
  - Attachment B: ESG Policies

August 15, 2019

**COPY**

Board of County Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/ Outcome</b>	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
<b>Dollar Amount and Fiscal Impact</b>	Emergency Solutions Grant (ESG) funds of \$40,000 as a grant. No County General Funds are included in this Agreement
<b>Funding Source</b>	U.S. Department of Housing and Urban Development ESG funds
<b>Duration</b>	July 1, 2019 to June 30, 2020
<b>Previous Board Action/ Review</b>	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$40,000 of ESG funds to be available for the CWS Homeless Shelter for survivors of domestic violence.
<b>Strategic Plan Alignment</b>	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
<b>County Review</b>	The Sub-recipient agreement was reviewed and approved by County Counsel on July 25, 2019.
<b>Contact Person</b>	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
<b>Contract No.</b>	H3S 9421

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the CWS Homeless Shelter in Clackamas County, OR. In December of 2016 Clackamas Women's Services (CWS) applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. CWS was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

**PROJECT OVERVIEW:** The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

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

*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)

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

Respectfully submitted,

Handwritten signature of Kelly A. Cook in cursive script, followed by the text "Kelly A. Cook, Deputy Director FOR".

Richard Swift, Director  
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 20-015**

Project Name: *ESG Title IV-B*  
Project Number: *To Be Assigned*

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Community Development Division ("COUNTY") and Clackamas Women's Services ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Mark Sirois</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5429 larrycru@co.clackamas.or.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5664 marksir@clackamas.us

**Subrecipient Data**

Fiscal Representative: <i>Carla Batcheller</i>	Program Representative: <i>Angie Drake</i>
256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-654-2807 angied@cwsor.org

DUNS: 959059759

**RECITALS**

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for eligible operating and maintenance expenditures for the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.



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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by HUD, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount that COUNTY will pay is \$40,000.00. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
  - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,

- c. Written notice provided by COUNTY that HUD has determined that ESG funds are no longer available for the purposes outlined in this Agreement.

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

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of assistance to the homeless.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- g) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E.
- k) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Specific Conditions.** None.
- n) **Grantor Recognition.** SUBRECIPIENT shall insure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- o) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- p) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits D & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- q) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- r) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- s) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- t) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- u) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- w) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- x) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for ESG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- y) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.
- z) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503

and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

## 12. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement

should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.

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

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned,

hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Subagreements.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement.
  - e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
  - f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

#### 14. Other Federal Requirements



- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR part 200 apply to SUBRECIPIENT; program income is to be used as the nonfederal share under 2 CFR 200.307(e). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
  - a. Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
  - b. SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

## 15. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### 16. Affirmative Action

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

#### 17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
  - i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreement or other disability exist which would prevent compliance with these requirements.
  - ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
  - iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan

area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- iv. **SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.**
  - v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
18. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
  19. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  20. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  21. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
  22. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
  23. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
  24. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party

Clackamas Women's Services 20-015  
Subrecipient Grant Agreement - ESG  
Page 15 of 33

beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

*(Signature Page Follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

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

Signing on Behalf of the Board,

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

By:   
Melissa Fribbaum, Executive Director

By: \_\_\_\_\_  
Recording Secretary

Dated: 7.30.19

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

Approved to Form

By: \_\_\_\_\_  
County Counsel

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

- 
- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
  - Exhibit A.1 SUBRECIPIENT Scope of Work
  - Exhibit B: SUBRECIPIENT Program Budget
  - Exhibit C: Lobbying Certificate
  - Exhibit D: Required Financial Reporting and Reimbursement Request
  - Exhibit E: Subrecipient Performance Reporting
  - Exhibit F: Required Certifications
  - Exhibit G: Final Financial Report
  
  - Attachment A: Excerpt from 24 CFR Part 85
  - Attachment B: ESG Policies

August 15, 2019

**COPY**

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #1 of the Grant Agreement with Northwest Family Services for  
Culturally Specific Domestic Violence Shelter and Services

<b>Purpose/Outcome</b>	Adds funds to expand services to Latina survivors of domestic violence and their children. Services include emergency shelter, support groups, and information and referral services.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$30,250 for a maximum value of \$130,250. No match required
<b>Funding Source</b>	County General Funds
<b>Duration</b>	Effective upon signature by all parties
<b>Previous Board Action/Review</b>	060619-A11
<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>	Date of counsel review: May 13, 2019
<b>Contact Person</b>	Korene Mather 503-650-3339
<b>Contract No.</b>	CFCC 9267

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment 1 of the Grant Agreement with Northwest Family Services to expand access to safe shelter and supportive services (support groups, information and referral, safety planning and assessment, housing assistance and referrals) for 35 Latina survivors of domestic violence and their children.

This amendment adds \$30,250 and revises the maximum value to \$130,250. It becomes effective upon signature by all parties and terminates June 30, 2020.

**RECOMMENDATION:**

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

Respectfully submitted,

 Deputy Director / FOR

Richard Swift, Director  
 Health, Housing & Human Services

*Healthy Families. Strong Communities.*



Local Recipient Amendment (FY 19-20)  
Health, Housing and Human Services

Recipient Agreement Number: 9267	Board Order Number: 060619-A11
Department/Division: CFCC	Amendment No. 1
Recipient: Northwest Family Services	Amendment Requested By: CFCC
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This agreement funds culturally-specific emergency shelter and support services for victims of domestic violence in Clackamas County.

Amendment 1 adds to the maximum compensation with corresponding expansion of scope and activities of the project.

Maximum compensation is increased by \$30,250 to a revised value of \$130,250. This amendment is effective upon signature and continues through June 30, 2020.

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

**AMEND:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$100,000.

**TO READ:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$130,250***.

**AMEND**

EXHIBIT A-1: SCOPE OF WORK

Outputs:

- 27 households will receive shelter
- 17 participants will take part in regular support groups

**TO READ:**

**Outputs:**

- 35 households will receive shelter
- 30 participants will take part in regular support groups

**REPLACE:**

Exhibit B: Subrecipient Budget

<b>EXHIBIT B: SUBRECIPIENT BUDGET</b>			
<b>Organization:</b> Northwest Family Services			
<b>Funded Program Name:</b> Culturally-Specific Domestic Violence Shelter and Services			
<b>Program Contact:</b> Rose Fuller/Jackie Vargas			
<b>Agreement Term:</b> July 1, 2019 - June 30, 2020			
<b>Approved Award Budget Categories</b>	<b>Approved Award Amount</b>	<b>Approved Match Amount</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position):			
Program Manager (1 FTE @ \$45,760 for 12 months)	\$ 45,760.00	No match is required on this award	
Advocate (10 FTE @ 60 FTE @ \$35,360 for 12 months)	\$ 21,216.00		
Supervisor (10 FTE @ 67,560 for 12 months)	\$ 6,756.00		
Taxes and Benefits (.24 FTE)	\$ 17,600.00		
<b>Total Personnel Services</b>	\$ 90,912.00		
<b>Administration</b>			
Administration (10%)	\$ 9,068.00		
<b>Supplies</b>			
Office/Client Supplies			
<b>Utilities</b>			
Utilities/Maintenance			
Phone/Internet			
<b>Travel</b>			
Training			
Travel/Mileage (.545 X 1500)			
<b>Additional (please specify)</b>			
Client assistance			
Child care expenses			
<b>Total Programmatic Costs</b>	\$ 9,068.00		
<b>Total Grant Costs</b>	\$ 100,000.00		

WITH:

EXHIBIT B: SUBRECIPIENT BUDGET A-1			
Organization: Northwest Family Services			
Funded Program Name: Culturally-Specific Domestic Violence Shelter and Services			
Program Contact: Rose Fuhr/Jackie Vargas			
Agreement Term: July 1 2019 - June 30 2020			
Approved Award Budget Categories	Approved Award Amount	A-1	Total Award
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>			
Program Manager (1.0 FTE @ \$45,780 for 12 months)	\$ 45,780.00		\$ 45,780.00
Advocate 1.0 FTE ( .60 FTE @ \$35,360 for 12 months)	\$ 21,216.00	\$ 4,144.00	\$ 15,072.00
Advocate 2.0 FTE ( 2.0 FTE @ \$35,360 for 12 mo)		\$ 7,072.00	\$ 7,072.00
Supervisor ( 1.0 FTE @ \$7,560 for 12 months)	\$ 7,560.00		\$ 6,750.00
Taxes and Benefits ( 24 FTE)	\$ 17,600.00	\$ 5,992.00	\$ 22,592.00
<b>Total Personnel Services</b>	<b>\$ 92,156.00</b>	<b>\$ 28,308.00</b>	<b>\$ 117,248.00</b>
<b>Administration</b>			
Administration (10%)	\$ 8,088.00	\$ 2,782.00	\$ 11,850.00
<b>Total Administration</b>	<b>\$ 8,088.00</b>	<b>\$ 2,782.00</b>	<b>\$ 11,850.00</b>
<b>Expenses</b>			
Office/Client Supplies			
Utilities			
Utilities/Maintenance		\$ 1,100.00	\$ 1,100.00
Phone/Internet			
Travel			
Training			
Travel/Mileage ( 545 X 1500)			
Additional (please specify)			
Client assistance			
Child care expenses			
<b>Total Programmatic Costs</b>	<b>\$ -</b>	<b>\$ 1,100.00</b>	<b>\$ 1,100.00</b>
<b>Total Grant Costs</b>	<b>\$ 100,244.00</b>	<b>\$ 32,290.00</b>	<b>\$ 132,534.00</b>

**REPLACE:**

Exhibit D-1: Request for Reimbursement

Exhibit D-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required in months when quarterly reports are due).				
Contractor: <u>Northwest Family Services</u> Contract #: <u>9267</u> Address: <u>6200 SE King Street</u> Report Period: _____ <u>Portland OR 97222</u> Contact Person: <u>Rosa Fuller/Jackie Vargas</u> Phone Number: <u>503-546-6377</u> E-mail: <u>rlf, jsv@nwfs.org</u>				
Budget Category	Budget	Current Draw	Previously	Balance
<b>Personnel</b>				
Program Manager (1.0 FTE @ \$45,360 for 12 mos)	\$ 45,360.00	\$ -	\$ -	\$ 45,360.00
Advocate 1.0 FTE (60 FTE @ \$35,360 for 12 mo)	\$ 21,216.00	\$ -	\$ -	\$ 21,216.00
Supervision (1.0 FTE @ \$67,560 for 12 mo)	\$ 6,756.00	\$ -	\$ -	\$ 6,756.00
Taxes and benefits (24 FTE)	\$ 17,600.00	\$ -	\$ -	\$ 17,600.00
<b>Total Personnel</b>	<b>\$ 90,932.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,932.00</b>
<b>Administration</b>				
Administration (10%)	\$ 9,068.00	\$ -	\$ -	\$ 9,068.00
<b>Supplies</b>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<b>Utilities</b>				
Utilities/Maintenance	\$ -	\$ -	\$ -	\$ -
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>				
Client Assistance	\$ -	\$ -	\$ -	\$ -
Child care expense	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 9,068.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,068.00</b>
<b>Total Budget</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>

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

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements, and cash receipts for the purposes and objectives set forth in the terms of the agreement.

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

**Department Review**

Program Manager: \_\_\_\_\_  
 Department: Children Family & Community Connections  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

WITH:

<b>Exhibit D-1 REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Contractor: Northwest Family Services      Contract #: 9267 A-1 Address: 8200 SE King Street      Report Period: _____ Portland OR 97222 Contact Person: Rose Fuller/Jackie Vargas Phone Number: 503-546-6377 E-mail: _____				
Budget Category	Budget	Current Draw	Previously	Balance
<b>Personnel</b>				
Program Manager (1.0 FTE @ \$45,360 for 12 mo)	\$ 45,360.00	\$ -	\$ -	\$ 45,360.00
Advocate (1.0 FTE @ \$35,360 for 12 mo)	\$ 35,360.00	\$ -	\$ -	\$ 35,360.00
Advocate (2 FTE @ 35,360 for 12 mo)	\$ 7,072.00	\$ -	\$ -	\$ 7,072.00
Supervision (10 FTE @ \$67,560 for 12 mo)	\$ 6,756.00	\$ -	\$ -	\$ 6,756.00
Taxes and benefits (24 FTE)	\$ 22,692.00	\$ -	\$ -	\$ 22,692.00
<b>Total Personnel</b>	<b>\$ 117,240.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 117,240.00</b>
<b>Administration</b>				
Administration (10%)	\$ 11,850.00	\$ -	\$ -	\$ 11,850.00
<b>Supplies</b>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<b>Utilities</b>				
Utilities/Maintenance	\$ 1,160.00	\$ -	\$ -	\$ 1,160.00
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>				
Client Assistance	\$ -	\$ -	\$ -	\$ -
Child care expense	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 13,010.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,010.00</b>
<b>Total Budget</b>	<b>\$ 130,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,250.00</b>

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

**CERTIFICATION**  
 By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

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

**Department Review**

Program Manager: \_\_\_\_\_  
 Department: Children, Family & Community Connections  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

REPLACE:

Children, Family and Community Connections  
 Exhibit A-3: FY 19-20 Work Plan Report  
 Activity: Culturally-Specific DV Shelter and Services

Provider: Northwest Family Services  
 Contract: 9267-19-20-Campus Only  
 Contract Period: July 1, 2019 - June 30, 2020

End of lines will be completed by CYT

Activities/Outputs	Intermediate Outcome/Measurement Tool	Jul-Sep 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-Jun 2020	Total		
<b>SHELTER</b>								
<p>By June 30, 2020, NWTSS will provide emergency shelter to a maximum of 27 unduplicated culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.</p>	<p>27 culturally-specific households/households will be sheltered.</p>	<p>= unduplicated adult clients to date</p> <p>= unduplicated children to date</p> <p>= total adult clients receiving shelter</p> <p>= total child clients receiving shelter</p> <p>= total households entering shelter</p> <p>= households turned away for shelter due to capacity</p> <p>Average length of stay in # of nights</p> <p>Longest length of stay in # of nights</p> <p>= total shelter nights</p>						
	<p>85% (23) of eligible shelter participants will be assisted to obtain or maintain TANF, SSI, SNAP, OHP, or other public benefits and/or employment, child care, spousal support, etc.</p>	<p>= # of eligible participants</p> <p>= eligible participants requesting assistance in obtaining resources</p> <p>= participants obtaining resources</p> <p>= participants assisted by program in obtaining resources</p>						
	<p>85% (23) of shelter participants will exit into safe and stable housing.</p>	<p>= households within shelter</p> <p>= of households exiting to safe and stable housing</p> <p>% of households exiting to safe and stable housing</p>						
	<p>85% (23) of shelter participants will report that, as a result of working with NWTSS, they have a safety plan and know of new options on how to stay safe.</p>	<p>= households asking shelter who report having a safety plan and have new options to stay safe</p> <p>86 households asking shelter who report having a safety plan and have new options to stay safe</p>						
	<b>SHELTER SUPPORT GROUP</b>							
	<p>By June 30, 2020, 15 shelter residents will participate in a weekly support group.</p>	<p>85% (13) of support group participants will report they know more about domestic violence and available resources and how to access them.</p>	<p>= unduplicated participants served</p> <p>% of group participants that report an increased understanding of domestic violence</p> <p>% of group participants that report an increased understanding of effects of domestic violence on children</p> <p>% of group participants that report an increased understanding of the effects of domestic violence on children</p>					
		<b>STAFFING</b>						
		<p>All full shelter advocates will complete 40-hour Advocacy Training.</p>	<p>100% of full shelter advocates will be completing the 40-hour Advocacy Training within two weeks of hire date to be considered Certified Confidential Advocates by the State of Oregon.</p>	<p>= full shelter advocates</p> <p>= full shelter advocates completing 40-hour training within two weeks of hire date</p>				

**Northwest Family Services**  
**Agreement 9267 – Amendment # 1**  
**Page 7 of 8**

**WITH:**

Children, Youth & Families Division  
 Exhibit A-2: FY 19-20 Work Plan Report  
 Agency: Community-Specific DV Shelter and Services

Provider: Northwest Family Services - Casa Illegua  
 Contact: Rose Peiter  
 Contract Period: July 1, 2019 - June 30, 2020

**AMENDMENT 1**  
 Shaded boxes will be completed by CYP

Activities/Outputs	Intermediate Outcomes/Measurements/Tools	July-Aug 2019	Oct-Nov 2019	Jan-Mar 2020	Apr-June 2020	Total	
<b>SHELTER</b>							
By June 30, 2020, NWFS will provide emergency shelter to a minimum of 35 unplaced culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.	35 culturally-specific households households will be sheltered	# unplaced adult clients to date					
		# unplaced children to date					
		# individual adults receiving shelter					
		# individual children receiving shelter					
		# new households entering shelter					
		# households turned away for shelter due to capacity					
		Average length of stay in # of nights					
		Longest length of stay in # of nights					
		# total nights in shelter					
		# of eligible participants					
85% (29) of eligible shelter participants will be assisted to obtain or maintain TANF, SSI, SNAP, OIP, or other public benefits and/or employment, child care, spousal support, etc.	# eligible participants reporting assistance in obtaining resources						
	# participants obtaining resources						
	95 participants assisted by program in obtaining resources						
85% (29) of shelter participants will exit into safe and stable housing	# households exiting shelter						
	# of households exiting to safe and stable housing						
	94 of households exiting to safe and stable housing						
85% (32) of shelter participants will report that, as a result of working with NWFS, they have a safety plan and know of new options on how to stay safe	# households exiting shelter who report having a safety plan and have new options to stay safe						
	96 households exiting shelter who report having a safety plan and have new options to stay safe						
<b>SHELTER SUPPORT GROUP</b>							
By June 30, 2020, 30 shelter residents will participate in weekly support group	85% (25) of support group participants will report they know more about domestic violence and available resources and how to access them	# of unplaced participants ten to					
		% of support group participants responding to survey					
		# of group participants that report an increased understanding of domestic violence					
		% of group participants that report an increased understanding of domestic violence					
		# of group participants that report an increased understanding of the effects of domestic violence on children					
	% of group participants that report an increased understanding of the effects of domestic violence on children						
<b>STAFFING</b>							
All paid shelter advocates will complete 40-hour Advocacy Training.	100% of paid shelter advocates will complete the 40-hour Advocacy Training within two weeks of hire date to be considered Certified Confidential Advocates by the State of Oregon	# of new advocates					
		# of new advocates completing 40-hour training within two weeks of hire date					

---

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

**SUBRECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

By:   
\_\_\_\_\_  
Rose Fuller, Executive Director

\_\_\_\_\_  
7/30/19  
Dated

**CLACKAMAS COUNTY**

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

**County Signatures:**

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

\_\_\_\_\_  
Dated

Approved Budget and Work Plan:

  
\_\_\_\_\_  
Korene Mather, Interim Director  
Children, Family & Community Connections

\_\_\_\_\_  
8/5/2019  
Dated

19-11041 5/16/2019 2:58 PM 10



August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Professional Services Contract between Clackamas County and  
Ankrom Moisan Associated Architect, Inc. for the  
Sandy Health Clinic Project

<b>Purpose/ Outcome</b>	Contract with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy. The address is 39831 Highway 26, Sandy, Oregon 97055.
<b>Dollar Amount and Fiscal Impact</b>	\$190,700 dollars. No County General Funds will be used for this project.
<b>Funding Source</b>	Health Centers - Fund Balance
<b>Duration</b>	August 2019 through July 2020.
<b>Previous Board Action/ Review</b>	The BCC approved the Purchase and Sales Agreement for the new clinic at the April 16, 2019 business meeting.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	County Counsel has reviewed and approved this document on August 5, 2019
<b>Contact Person(s)</b>	Steve Kelly – Community Development Division: Ext. 5665 Chuck Robbins – Community Development Division: Ext. 5666 Deborah Cockrell – Health Clinics: Ext. 5495
<b>Contract No.</b>	H3S 9429

**BACKGROUND:**

The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Professional Services Contract with Ankrom Moisan for the redevelopment of a 6,700 square foot, vacant building located at 39831 Highway 26, Sandy, Oregon. The building will to be used as a Primary Care and Behavioral Health Clinic.

The Sandy Behavioral Health Clinic is currently operating out of rental space located at 38872 Proctor Blvd., Sandy, Oregon. The facility is overcapacity, has limited patient parking, is not ADA accessible, and does not have a fire suppression system. The existing facility is 2-stories and approximately 6,300 square feet in size. Half of the bottom floor is used by the Women, Infants and Children program. With no ADA access to the 2nd floor only about 1/3 of the space is used. The clinic is operating on a year-to-year lease. As the building ages, additional maintenance issues arise.

The new facility will allow an expansion of medical exam rooms, the addition of dental operatories, and offer an integrated care model with behavioral health, primary care, and dental co-located. The Board of County Commissioners approved the purchase of this building at the April 16, 2019 business meeting. Closing on the property will occur no later than August 25, 2019.

*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)

Ankrom Moisan was selected through a competitive RFP process. Their services include: redesign of the existing structure, contract administration, project management, and construction oversight.

**RECOMMENDATION:**

We recommend the approval of this Contract with Ankrom Moisan and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary A. Cook, deputy director / FOR". The signature is written in black ink and is positioned above the typed name of the signatory.

Richard Swift, Director  
Health, Housing and Human Services



CLACKAMAS COUNTY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT

COPY

This Personal/Professional Services Contract (this "Contract") dated as of **August ,2019** is entered into by and between **Ankrom Moisan Associated Architect, Inc.**, an Oregon corporation ("Architect"), and **Clackamas County, through its Department of Health, Housing and Human Services**, a political subdivision of the State of Oregon ("County").

**ARTICLE I.**

**1. Effective Date and Duration.** This Contract shall become effective upon signature and date of both parties. Unless earlier terminated or extended, this Contract shall expire on September 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of an Architect warranty; or (b) any default or defect in Architect performance that has not been cured.

**2. Scope of Work.** Architect will provide the following personal/professional services: Consulting Services for design and construction of improvements to the Sandy Health Clinic located at 39831 Highway 26, Sandy, Oregon 97055 ("Work"), further described in **Exhibits A: Terms and Conditions of Agreement and D: Architect's Proposal.**

**3. Consideration.** The County agrees to pay Architect, from available and authorized funds, a sum not to exceed **\$190,700.00**, for accomplishing the Work required by this Contract. If any interim payments to Architect are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

**4. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Architect Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**5. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibits A: Terms and Conditions of Agreement, B: Insurance, C: Architect Certification Statement and D: Architect's Proposal.**

**6. Architect Data.**

**Address:** 38 NW Davis Street, Suite 300  
**Architect Contract Administrator:** Lori Kellow, AIA Principal  
**Phone No.:** 503-977-5222  
**Email:** [lorik@ankrommoisan.com](mailto:lorik@ankrommoisan.com) for Notices under Article II Section 12 also send to [riskmanagement@ankrommoisan.com](mailto:riskmanagement@ankrommoisan.com)

**MWESB Certification:**  DBE #  MBE #  WBE #  ESB #

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

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Architect shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect generally accepted accounting principles for costs claimed to have been incurred and anticipated to be incurred in the performance of this Contract for this Work. County and their duly authorized representatives shall have access to the books, documents, papers, and records (“Accounting Records”) of Architect which are directly pertinent to this Contract for this Work for the purpose of making audit, examination, excerpts, and transcripts with reasonable prior written notice to Architect during normal business hours at the office where Architect maintains said Accounting Records and County shall defray the cost of copies and review of said Accounting Records. Such Accounting Records shall be maintained by Architect for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Architect shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Architect specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Architect shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and applicable regulations and administrative rules established pursuant to those laws. Architect further agrees to make payments to its consultants supplying to such Architect, labor or materials for the prosecution of the Work provided in this Contract within thirty (30) days of receiving payment from the County for that consultants services; pay applicable contributions or amounts due the Industrial Accident Funds from such Architect responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue applicable sums withheld from employees pursuant to ORS 316.167. If Architect fails or refuses to make applicable payments required, if required, herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Architect or Architect’s surety from obligation with respect to unpaid claims. Architect shall promptly pay, if applicable any person or entity that furnishes medical care to Architect’s employees those sums which Architect agreed to pay for such services and all money Architect collected or deducted from employee’s wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or

suit between County and Architect that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION AND HAZARDOUS MATERIAL.** Architect shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Architect shall promptly provide Material Safety Data Sheets for the products subject to this provision.

Unless otherwise required in this Contract, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Architect shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any negligent act, omission, or neglect of Architect, its subcontractors, or employees. The Architect agrees to indemnify and hold harmless the County, its officers, elected officials, and employees from and against all claims and actions, and all reasonable expenses incidental to the investigation thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Architect or the Architect's employees, or subcontractors, only to the extent of Architect's proportional share of negligence arising out of Architects or its subcontractors performance of the Work not in accordance with the Standard of Care defined in Article II Section 14.

9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Architect's performance. Architect is responsible for determining the appropriate means and manner of performing the Work. Architect is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Architect will be solely responsible for payment of any applicable Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Architect to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Architect has the assistance of other persons in the performance of this Contract, and the Architect is a subject employer, the Architect shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see **Exhibit C**)

At present, the Architect certifies that it is not a program, County or Federal employee. The Architect is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Architect shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
11. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special

damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Clackamas County Community Development Division, 2051 Kaen Road, Suite 245, Oregon City, OR 97045, or [stevekel@co.clackamas.or.us](mailto:stevekel@co.clackamas.or.us) or to Architect or at the address or number set forth in Article I Section 6 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** Instruments of Service which are further defined in this Section as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's subconsultant's under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, reports, work product and other instruments of the Services prepared by and on behalf of Architect pursuant to this Agreement. Architect and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law statutory and other reserved rights including copyrights. Notwithstanding the foregoing, County shall gain an ownership interest in the Instruments of Service and have an irrevocable non-exclusive license to use the Instruments of Service for the purposes of constructing or using, maintaining, altering and adding to the Work or Project, provided that County substantially performs its obligations under this Agreement, including prompt payment of all sums due Architect under the terms of this Agreement. Architect shall obtain similar nonexclusive licenses from Architect's subconsultants consistent with this Agreement. The nonexclusive license granted under this section permits the County to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to this Agreement. County agrees that the Instruments of Service are for use with respect to the Project only and shall not be used by County for any other purpose without the prior written consent of Architect. Except to the extent of Architect's negligence in the design, if any, County agrees to indemnify, defend and hold Architect harmless from any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, resulting from County's or County's Agents and third parties unauthorized use of the Instruments of Service. The foregoing notwithstanding, assuming County has paid Architect in full for the Scope of Services performed, and subject to Section 4 herein, Architect grants and conveys to County an ownership interest and a nonexclusive license to in the Instruments of Service, which shall be delivered to County upon written request.

If County should use or allow the use of the Instruments of Service on this or on another project without Architect's prior written consent, then County shall assume all risks attendant in such use. Architect may at all times retain possession of any and all Instruments of Service fixed in any electronic medium, and copies of said Instruments of Service provided to County.

- 14. REPRESENTATIONS AND WARRANTIES.** Parties represent and warrant to that (A) each has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Architect and the County enforceable in accordance with its terms; (C) the Work under this Contract shall be performed by Architect in accordance with the same professional skill, care, diligence and standards as other professionals performing the same or similar services under similar conditions in the same or similar locations (“Standard of Care”); and (D) Architect shall at all times during the term of this Contract, be qualified, professionally and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided, if any.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Architect shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which will not be unreasonably withheld or delayed. In addition to any provisions the County may require, Architect shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Architect. County’s consent to any subcontract shall not relieve Architect of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Architect must, throughout the duration of this Contract and any extensions, comply with applicable tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a breach of this Contract that Architect will be given a reasonable notice and opportunity to cure. Further, any violation of Architect’s warranty in this Contract that Architect has complied with the applicable tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all applicable damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Architect, in an amount equal to County’s setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover reasonable damages suffered as the result of Architect’s uncured material breach of this Contract, only to the extent of Architect’s fees or the applicable tax about not paid. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Architect represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Architect has faithfully complied with: (A) All applicable tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters

316, 317, and 318; (B) Any applicable tax provisions imposed by a political subdivision of this state that applied to Architect, to Architect's property, operations, receipts, or income, or to Architect's performance of or compensation for any Work performed by Architect; (C) Any applicable tax provisions imposed by a political subdivision of this state that applied to Architect, or to goods, services, or property, whether tangible or intangible, provided by Architect; and (D) Any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon ten (10) days' written notice to the Architect; (B) County may terminate this Contract effective upon delivery of notice to Architect, or at such later date as may be established by the County, if (i) applicable federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any applicable license or certificate required by law or regulation to be held by the Architect to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including material breach of Contract) if (i) Architect fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Architect fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Architect not less than ten (10) days' notice.

If County fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Contract. If the County fails to perform its County responsibilities as required by this Contract, Architect may also elect to suspend services. If Architect elects to suspend services, Architect shall give seven (7) days' written notice to the County before suspending services. In the event of a suspension of services, Architect shall have no liability to the County for delay or damage caused the County because of such suspension of services. Before resuming services, County shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect's election not to suspend services under this provision does not waive the Architect's rights, remedies, claims or defenses.

Either party may terminate this **Contract** upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this **Contract** through no fault of the party initiating the termination.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Architect's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed, less previous amounts paid. If previous amounts paid to Architect exceed the amount due to Architect under Section 21(A), unless the parties have amended this Contract to permit and authorize said payments, Architect shall pay any such excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason



that Architect was not in default under Sections 20(B) (ii) or 20 (C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Architect shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Architect shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been paid for by the County Upon County's written request, Architect shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work that have been paid for by the County.

- 22. NO THIRD-PARTY BENEFICIARIES.** County and Architect are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Architect and County agree that time is of the essence in the performance this Contract as set forth in the project schedule for this Contract that can we revised by mutual agreement of the parties.
- 24. FOREIGN CONTRACTOR.** If the Architect is not domiciled in or registered to do business in the State of Oregon, Architect shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Architect shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Architect shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, and individually County's or Architect's reasonable control. Architect shall, however, make reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County or Architect to enforce any provision of this Contract shall not constitute a waiver by County or Architect of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Architect shall: (i) Make payments to its consultants supplying to the Architect labor or materials for the prosecution of the Work provided for in this Contract with in thirty (30) days of receiving payment from the Country for that consultants services; (ii) Pay all applicable contributions or amounts due the Industrial Accident Fund from such Architect or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Architect fails, neglects or refuses to make prompt payment of any valid and commercially reasonable claim for labor or services furnished to the Architect or a subcontractor in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Architect by reason of this Contract.
- (C) The Architect shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference, if applicable. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Architect shall comply with the prohibitions

set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a breach provided Architect does not cure said breach within a reasonable time after being notified by County in writing that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Architect shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Architect, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of the Architect's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

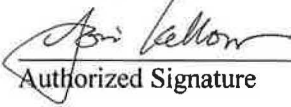
**28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS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

**[SIGNATURES TO FOLLOW THIS PAGE]**

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

**Ankrom Moisan Associated Architects, Inc.**

38 NW Davis Street, Suite 300  
Portland, Oregon

  
Authorized Signature

August 2, 2019  
Date

Lori Kellow, AIA Principal

178174-87  
Oregon Business Registry #

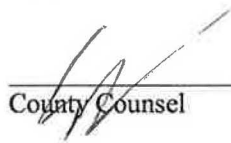
Corporation/ Oregon  
Entity Type / State of Formation

**Clackamas County**

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

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

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

8/5/19  
\_\_\_\_\_  
Date

**EXHIBIT A**  
**TERMS AND CONDITIONS OF AGREEMENT**

County employs Architect to perform the professional services set forth below in connection with the design and construction of improvements to the Sandy Health Clinic located at 39831 Highway 26, Sandy (“Work”).

The County and Architect agree as set forth below.

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**ARTICLE 1: ARCHITECT'S RESPONSIBILITIES**

**1.1 Architect's Services**

**1.1.1** The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Contract and any other services included in **Exhibit D**.

**1.1.2** The Architect's services shall be performed as expeditiously as is consistent with Standard of Care and the orderly progress of the Work. Upon request of the County, the Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Work proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Work. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County.

**ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 Definition**

**2.1.1** The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in **Exhibit D** as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

**2.2 Schematic Design Phase**

**2.2.1** The Architect shall review the program furnished by the County to ascertain the requirements of the Work and shall arrive at a mutual understanding of such requirements with the County.

**2.2.2** The Architect shall provide a preliminary evaluation of the County's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

**2.2.3** The Architect shall review with the County alternative approaches to design and construction of Work.

**2.2.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the County, documents consisting of drawings and other documents illustrating the scale and relationship of Work components (“Schematic Design Documents”).

**2.2.5** The Architect shall submit to the County a preliminary estimate of construction costs based on current area, volume or other unit costs (“Construction Costs”).

### **2.3 Design Development Phase**

**2.3.1** Based on approval Schematic Design Documents and any adjustments authorized by the County in the program, schedule or construction budget, the Architect shall prepare, for approval by the County, documents consisting of drawings and other documents to fix and describe the size and character of the Work as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate (“Design Development Documents”).

**2.3.2** The Architect shall advise the County of any adjustments to the preliminary estimate of Construction Cost.

### **2.4 Construction Documents Phase**

**2.4.1** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Work or in the construction budget authorized by the County, the Architect shall prepare, for approval by the County, documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work (“Construction Documents”).

**2.4.2** The Architect shall assist the County in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of contract between the County and a contractor.

**2.4.3** The Architect shall advise the County of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

**2.4.4** If, in the professional opinion of the Architect, the preparation of bid documents with alternate, separate or sequential bids would be in the County's best interest, Architect will include such provisions in the bid documents and will assist County in tabulating and analyzing bids.

**2.4.5** If the Work is revised as provided in Clause 5.2.2.2.2 the Architect, without additional charge, shall modify the Construction Documents as necessary to comply with the fixed limit of Construction Cost.

**2.4.6** The Architect shall be responsible for preparing and filing applicable documents required for the approval of governmental authorities having jurisdiction over the Work. Any fees will be provided by the Architect and reimbursed by the County as provided in 10.3.1.

## **2.5 Bidding or Negotiation Phase**

**2.5.1** The Architect, following the County's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the County in obtaining bids or negotiated proposals and assist in the awarding and preparing contracts for construction.

**2.5.2** If County chooses to rebid as provided in 5.2.2.2.3 the Architect, without additional charge, shall assist in rebidding.

## **2.6 Construction Phase Administration of the Construction Contract**

**2.6.1** The Architect's responsibility to provide Basic Services for the Construction Phase under this Contract commences with the award of a construction contract ("Contract for Construction") to a successful bidder ("Contractor") and terminates at the earlier of the issuance to the County of the final certificate for payment or sixty (60) days after the date of substantial completion of work under the Contract for Construction.

**2.6.2** The Architect shall provide administration of the Contract for Construction as set forth below, or as may be modified in the Contract for Construction.

**2.6.3** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the County and Architect.

**2.6.4** The Architect shall advise and consult with the County during construction until final payment to the Contractor is due. The Architect shall have authority to act on behalf of the County only to the extent provided in this Contract unless otherwise modified by written instrument or amendment to the Contract.

**2.6.5** The Architect shall visit the site at reasonable intervals appropriate to the stage of construction or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed when completed, will be in general accordance with the Contract for Construction. On the basis of on-site observations as an architect, the Architect shall keep the County informed of the progress and quality of the Work.

**2.6.6** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract for Construction. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**2.6.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**2.6.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the County and Contractor shall communicate

through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

**2.6.9** Based on the Architect's observations and evaluations of the Contractor's applications for payment under the Contract for Construction, the Architect shall review and certify the amounts due the Contractor.

**2.6.10** The Architect's certification for payment shall constitute a representation to the County, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's application for payment under the Contract for Construction, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the work is in accordance with the Contract for Construction. The foregoing representations are subject to an evaluation of the work for general conformance with Contract for Construction upon substantial completion, to results of Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work performed under the Contract for Construction, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid under the Contract for Construction.

**2.6.11** The Architect shall recommend the County reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will recommend to the County that additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither is a recommendation of the Architect nor a recommendation made in good faith either by the Architect shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractor, material and equipment suppliers, their agents or employees or other persons performing portions of the work under the Contract for Construction.

**2.6.12** The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the construction of the County or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall

not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

**2.6.13** The Architect shall prepare change orders and construction change directives, with reasonable supporting documentation and data if deemed necessary by the Architect for the County's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the contract price of the Contract for Construction or an extension of time to perform under the Contract Construction, and that are not inconsistent with the intent of the Contract Documents.

**2.6.14** The Architect shall conduct observations to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the County for the County's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final certificate for payment upon compliance with the requirements of the Contract Documents.

**2.6.15** The Architect shall interpret and make recommendations concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the County or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits mutually agreed upon.

**2.6.16** Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or recommendations so rendered in good faith.

**2.6.17** The Architect shall render, when requested to do so in writing by the County, written recommendations within a reasonable time on all claims, disputes or other matters in question between the County and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

### **ARTICLE 3: ADDITIONAL SERVICES**

#### **3.1 General**

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Exhibit D and they shall be paid for by the County as provided in the Contract, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.3 shall only be provided if authorized or confirmed in writing by the County.



## **3.2 Work Representation Beyond Basic Services**

**3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more persons who are employees of Architect (“Work Representatives”) to assist in carrying out such additional on-site responsibilities.

**3.2.2** Work Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the County and Architect. The duties, responsibilities and limitations of authority of Work Representatives shall be described by the Architect and approved by the County prior to commencing any work, unless otherwise agreed.

**3.2.3** Through the observations by such Work Representatives, the Architect shall endeavor to provide notify the County against defects and deficiencies in the Work, but the furnishing of such Work representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Contract.

## **3.3 Optional Additional Services**

**3.3.1** Providing financial feasibility or other special studies.

**3.3.2** Providing planning surveys, site evaluations or comparative studies of prospective sites.

**3.3.3** Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Work. Excluding those required for design review and plan review.

**3.3.4** Providing services relative to future facilities, systems and equipment.

**3.3.5** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

**3.3.6** Providing services to verify the accuracy of drawings or other information furnished by the County.

**3.3.7** Providing coordination of construction performed by separate contractors or by the County's own forces and coordination of services required in connection with construction performed and equipment supplied by the County.

**3.3.8** Providing services in connection with the work of a construction manager of separate consultants retained by the County.

**3.3.9** Providing detailed quantity surveys or inventories of material, equipment and labor.

**3.3.10** Providing analyses of owning and operating costs.

**3.3.11** Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

**3.3.12** Providing services for planning tenant or rental spaces.

**3.3.13** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

**3.3.14** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

**3.3.15** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**3.3.16** Providing services after issuance to the County of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60) days after the date of Substantial Completion of the Work.

**3.3.17** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering, landscaping and cost estimating portions of the Work provided as a part of Basic Services.

**3.3.18** Providing consultation concerning replacement of Work damaged by unanticipated causes during construction, and furnishing services required in connection with the replacement of such Work.

**3.3.19** Providing any other services not otherwise included in this Contract.

#### **ARTICLE 4: COUNTY'S RESPONSIBILITIES**

**4.1** The County shall provide full information regarding requirements for the Work, including a program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**4.2** The County shall establish and update an overall budget for the Work, including the Construction Cost and other costs related to development of the Work.

**4.3** The County shall designate a representative authorized to act on the County's behalf with respect to the Work. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**4.4** The County shall assist the Architect by providing all available information pertinent to the Work including previous reports, legal description and any other data relative to design or construction of the Work.

**4.5** The County shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,

determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the County's geotechnical engineers, as well as the computations performed by the geotechnical engineer in connection with such documents and services and shall not be required to review or verify those computations.

**4.5.1** The County shall furnish the services of other consultants when such services are reasonably required by the scope of the Work and are requested by the Architect.

**4.6** The County shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

**4.7** The County shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Work, including auditing services the County may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the County.

**4.8** The County shall prepare for the Work and furnish Architect with reproducible copies of bidding documents including invitation to bid, bid form, Contract for Construction and general and supplementary conditions.

**4.9** The foregoing services, information, surveys and reports shall be furnished at the County's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

**4.10** Prompt written notice shall be given by the County to the Architect if the County becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents.

**4.11** The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The County shall not request certifications that would require knowledge or services beyond the scope of this Contract.

## **ARTICLE 5: CONSTRUCTION COST**

### **5.1 Definition**

**5.1.1** The Construction Cost shall be the total cost or estimated cost to the County of all elements of the Work designed or specified by the Architect.

**5.1.2** The Construction Cost shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

**5.1.3** Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the County as provided in Article 4.

## **5.2 Responsibility For Construction Cost**

### **5.2.1 RESERVED**

**5.2.2** Based on the Architect's estimate of Construction Cost and the available Work Budget the Architect and County will jointly establish a fixed limit of Construction Cost. Such fixed limit shall be increased in the amount of any increase in the contract price of the Contract for Construction occurring after its execution.

**5.2.2.1** The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the work of the Contract for Construction and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. The fixed limit shall be increased in the amount of any increase in the Contract Price occurring after execution of the Contract for Construction.

**5.2.2.2** If the fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

- .1 give written approval of an increase in the fixed limit;
- .2 cooperate in revising the scope of work and quality in the Contract for Construction as required to reduce the Construction Cost;
- .3 authorize rebidding or renegotiating of the Work within a reasonable time; or
- .4 If the Work is abandoned, terminate in accordance with Paragraph 7.2.

## **ARTICLE 6: USE OF ARCHITECT'S DRAWINGS SPECIFICATIONS AND OTHER DOCUMENTS**

**6.1** This Contract will authorize the County to use drawings related to the project to renovate the building, as well as use as reference information for future changes to the building and property.

## **ARTICLE 7: RESERVED**

## **ARTICLE 8: RESERVED**

## **ARTICLE 9: PAYMENTS TO THE ARCHITECT**

### **9.1 Payments for Architectural Services**

**9.1.1** Payments of Basic Services performed under this Contract shall be subject to the provisions of ORS 293.462, shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 10.1.2.

**9.1.2** Payments on account of the Architect's Additional Services shall be made monthly upon presentation of the Architect's statement of services rendered.

### **9.2 Reimbursable Expenses**

**9.2.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Work, as identified in the following Clauses.

**9.2.1.1** Expenses of transportation in connection with the Work; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Work.

**9.2.1.2** Expenses of reproductions, postage and handling of Drawings, Specifications and other documents.

**9.2.1.3** Expenses of renderings, models and mock-ups requested by the County.

**9.2.1.4** Payment on account of reimbursable expenses shall be made monthly upon presentation of the Architect's statement of expenses incurred.

### **9.3 Payments Withheld**

**9.3.1** No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

### **9.4 Architect's Accounting Records**

**9.4.1** Records of Reimbursable Expenses and expenses pertaining to additional Services and services performed on the basis of a multiple of Direct Personnel Expenses shall be available to the County or the County's authorized representative at mutually convenient times.

**ARTICLE 10: BASIS OF COMPENSATION**

The County shall compensate the Architect as follows:

**10.1 Basic Compensation**

10.1.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

**Total Design Service Contract Project Fees:**

**ONE HUNDRED EIGHT SIX THOUSAND TWO HUNDRED U.S. DOLLARS  
(\$186,200.00)**

**Reimbursable for Project estimated to be:**

**FOURS THOUSAND FIVE HUNDRED U.S. DOLLARS (\$4,500.00)**

**Architects Estimated Total Project Design Service Contract:**

**ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED U.S. DOLLARS  
(\$190,700.00)**

10.1.2 Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

**Professional Fees**

- Architectural Work \$ 99,700
- Civil Work: \$ 22,000
- Landscape Work: \$ 7,500
- Structural Work: \$ 12,800
- MEP Work \$ 21,500
- Interiors Work \$ 12,000
- Cost Estimating: \$ 10,700
- Reimbursable Expenses (mileage, printing, postage, etc.): \$ 4,500

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Total Project Fees (i.e. Total Basic Compensation): \$190,700

**See attachments to Exhibit D:** Provided by Architects, dated July 23, 2019, 5 Pages (23,24,25,26 and 27)

**Note:** Permit Fee for the Construction Process are not in these amounts shown above. Permit Fees would be an additional cost to the County. This would be authorized by the County by an amendment to the Contract, and payable through the Change Order process.

## **10.2 Compensation For Additional Services**

**10.2.1** For Additional Services of the Architect, as described in Article 3, excluding additional services of consultants, compensation shall be computed as follows:

Compensation shall be on an hourly basis, billed monthly. Architect must receive prior written approval from the COUNTY before proceeding with the service; hourly rate shall be determined at this time.

**10.2.2** For Additional Services of consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.3.18 or identified in Article 12 as part of Additional Services, the amounts billed to the Architect (without increasing by a multiple) for such services.

## **10.3 Reimbursable Expenses**

**10.3.1** For Reimbursable Expenses, as described in Paragraph 9.2 the expenses incurred (without increasing by a multiple) by the Architect, the Architect's employees and consultants in the interest of the Work.

**10.3.2** **FOUR THOUSAND FIVE HUNDRED U.S. DOLLARS (\$4,500:00)**, this is an estimate.

## **10.4 Additional Provisions**

**10.4.1** Payments are due and payable twenty-one (21) days from the date it is received by the County. The County shall make prompt payment in response to Architect's monthly statements.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Architect shall procure at its own expense, each insurance noted below:

**1. Required by County of Architect with one or more workers, as defined by ORS 656.027.**

**Architect, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Architect shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability most include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. The Architect shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation of the insurance coverage(s) without thirty (30) days written notice from the Architect or its insurer(s) to the County at the following address: Clackamas County Community Development Division, 2051 Kaen Road, Suite 245, Oregon City, OR 97045 or [stevekel@co.clackamas.or.us](mailto:stevekel@co.clackamas.or.us).



## EXHIBIT C

### ARCHITECT CERTIFICATION STATEMENT

Ankrom Moisan Associated Architects, Inc., an Oregon corporation ("Architect") certifies it is an independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Architect is:

Free from direction and control, beyond the right of the **Clackamas County, through its Department of Health, Housing and Human Services**, a political subdivision of the State of Oregon ("County") to specify the desired result; **AND**

Are licensed if licensure is required for the services; **AND**

Are responsible for other licenses or certificates necessary to provide the services **AND**

Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.

B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.

C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

D. Makes significant investment in its business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.

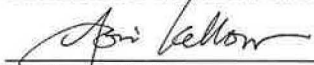
E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.

Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent Architect.

**Ankrom Moisan Associated Architects, Inc.**

  
\_\_\_\_\_  
Authorized Signature  
Lori Kellow, AIA Principal

Date August 2, 2019

**EXHIBIT D**  
**ARCHITECT'S PROPOSAL**

For purposes of providing a more detailed description of services the Owners Request for Proposal for Design Services, and the Architect's proposal entitled **SANDY HEALTH CLINIC FEE PROPOSAL dated JULY 23, 2019** is hereby included as part of this Contract. In the event of any conflict between the text of this Contract, the Owner's RFP and the Architect's proposal, the provisions of the Contract will prevail.

Attachments:

Architects, Fee and Proposal Letter dated July 23, 2019, signed by Lori Kellow, as a Principal of the Architect – Page 23

Ankrom Moisan Architects Salary plus overhead,

Task 1 – Pre-Design – Page 24

Task 2 – Schematic Design -Page 24

Task 3 – Design Development – Pages 24 & 25

Task 4 – Construction Documents – Page 25

Task 5 – Permit Coordination/ Submission/ Bidding – Pages 25 & 26

Task 6 – Construction Administration – Page 26

Task 7 – As Built Information/ Project Close-Out – Page 26

Architects Sandy Clinic Schedule – Page 27



July 23, 2019

Mr. Steve Kelly, Project Coordinator  
Clackamas County Community Development Division  
2051 Kaen Rd. Suite 245  
Oregon City, OR 97045

**RE: SANDY HEALTH CLINIC FEE PROPOSAL**

Dear Steve:

Attached is our proposed Project Fee, Work Plan and Schedule for the Sandy Health Clinic.

In the interest of time, the following is a brief summary of the consultants and our fees.. These fees are based upon a remodel of 6,700 sf with an addition of approximately 2,300 sf, site improvements with parking and interior design services. As indicated on the schedule we anticipate the construction to be approximately 6 months duration.

**Professional Fees**

• Architectural - AMA	\$ 99,700
• Civil - AAI	\$ 22,000
• Landscape - AMA	\$ 7,500
• Structural- AAI	\$ 12,800
• MEP - KCL	\$ 21,500
• Interiors - AMA	\$ 12,000
• <u>Cost Estimating - RLB</u>	<u>\$ 10,700</u>
<b>Total Project Fees</b>	<b>\$186,200</b>

Reimbursables would be in addition to these fees at cost x1.07 such as mileage, car rental, printing, postage, etc. An estimate of \$4,500 would cover typical expenses.

We welcome the opportunity to sit down and review these documents with you and the Sandy Health Clinic project team at your convenience.

Sincerely,  
ANKROM MOISAN ARCHITECTS

Lori Kellow, Architect  
Principal

ARCHITECTURE  
INTERIORS  
URBAN DESIGN  
BRANDING

Ankrom Moisan Architects

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PORTLAND  
38 NW Davis Street  
Suite 300  
Portland, OR 97209  
503.245.7100

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SEATTLE  
1505 5<sup>th</sup> Avenue  
Suite 300  
Seattle, WA 98101  
206.576.1600

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SAN FRANCISCO  
1014 Howard Street  
San Francisco, CA 94103  
415.252.7063

<b>Firm</b>	<b>ANKROM MOISAN ARCHITECTS</b>							
<b>Staff Name</b>	L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S. Nobbe
<b>Role</b>	PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
<b>Labor - Salary plus overhead (billing rate)</b>	\$160.00	\$110.00	\$92.00	\$69.00	\$142.00	\$114.00	\$112.00	\$142.00

<b>TASK 1 - PROJECT KICK-OFF / PRE-DESIGN - 2 weeks</b>								
A- 1.1	Project Team Overview - Kick off Meeting	2	2					
A- 1.2	Finalize Contracts	2						
A- 1.3	Develop and Review Work Plan	2	2					
A- 1.4	Develop and Review Project Schedule	2	2					
A- 1.5	Gather Zoning and Code Research							
A- 1.6	Site Visit	3	2	3				2
<b>Subtotal Staff Hours</b>		<b>11</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Subtotal Staff Labor Cost</b>		<b>\$1,760.00</b>	<b>\$880.00</b>	<b>\$276.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$284.00</b>
<b>Task Total to include Cost + Overhead</b>								<b>\$3,200.00</b>

<b>TASK 2 - SITE CONCEPT / SCHEMATIC DESIGN - 1 month</b>								
A- 2.1	Field and Site Verification - create Base Plans			2	4			
A- 2.2	AMA to Issue Field Notes		1					
A- 2.3	Gather Background and History Information	1	1					2
A- 2.4	AMA to Identify applicable code and zoning requirements	1						3
A- 2.5	Review Environmental Assessment	2						3
A- 2.6	AMA to set up Early Assessment Meeting with the City	2					3	
A- 2.7	Document requirements		2	1				
A- 2.8	Integrated Design Event #1: Programming Development	3	3					
A- 2.9	Identify adjacency dependencies and requirements	1	2					
A- 2.10	AMA to issue program notes		1					
A- 2.11	Integrated Design Event #2: Programming Charette	3	3			3		
A- 2.12	AMA to issue program sketches	2	2	2	4			
A- 2.13	Develop site design options	3	3	2	2			
A- 2.14	Coordinate concepts with consultants	2	2	2				
A- 2.15	Coordination with cost estimator			2				
A- 2.16	Identify architectural style and materials	2	2					
<b>Subtotal Staff Hours</b>		<b>22</b>	<b>22</b>	<b>11</b>	<b>10</b>	<b>0</b>	<b>3</b>	<b>3</b>
<b>Subtotal Staff Labor Cost</b>		<b>\$3,520.00</b>	<b>\$2,420.00</b>	<b>\$1,012.00</b>	<b>\$690.00</b>	<b>\$0.00</b>	<b>\$342.00</b>	<b>\$336.00</b>
<b>Task Total to include Cost + Overhead</b>								<b>\$8,320.00</b>

<b>TASK 3 - DESIGN DEVELOPMENT - 1 month</b>								
A- 3.1	Design Team Internal Meetings and Owner Meetings	4	2					
A- 3.2	Code / Life Safety Integration / Accessibility				8			2
A- 3.3	Consultant coordination of system selection and integration	4		8				
A- 3.4	Integrated Design Event #3: Building Layout	4	2		16		12	
A- 3.5	AMA to issue sketches	4		8	16		8	

Firm		ANKROM MOISAN ARCHITECTS							
		L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S.Nobbe
Staff Name									
Role		PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
A- 3.6	Exterior elevations and materials developed	4			12		12		
A- 3.7	AMA to present design and materials	4		8	8		12		
A- 3.8	Coordinate building with Landscape/Civil features			8				8	
A- 3.9	Inside out / Outside in collaboration with interiors/landscape	8		8					
A- 3.10	Signage / Equipment/ Security IT Coordination					2			
A- 3.11	Specification 3-part set up					12			
A- 3.12	Cost Estimation Coordination/Discussions	4		8					
A-3.13	MEP System Review	4		8					
A-3.14	Generate developed floor plans with in conjunction with RCP	8			12				
Subtotal Staff Hours		48	4	56	72	14	44	8	2
Subtotal Staff Labor Cost		\$7,680.00	\$440.00	\$5,152.00	\$4,968.00	\$1,988.00	\$5,016.00	\$896.00	\$284.00
<b>Task Total to include Cost + Overhead</b>									<b>\$26,424.00</b>

#### TASK 4 - CONSTRUCTION DOCUMENTS - 2 months

A- 4.1	Design Team Internal Meetings and Owner Meetings	12		12					
A- 4.2	Cost Estimation Coordination/Discussions	8		12					
A- 4.3	Finalizing consultant coordination of building systems			16	24	4			
A- 4.4	Exterior and interior detailing finalized	4		12	12				
A- 4.5	Life Safety Integration / Accessibility final review								4
A- 4.6	Internal detail finalized of fire/occupancy separation			8					
A- 4.7	Finalizing 3-part specification					24			
A- 4.8	Completing review of clashing of systems within ceiling space			8					
A- 4.9	Finalizing exterior/interior safety and security measures			8	8		2		
A- 4.10	Final detailing of roofing systems / canopies			12	24				
A- 4.11	Finalize finish selections and locations	8		4	12		16		
A-4.12	Detailing of custom construction components (ex. casework)			8			12		
Subtotal Staff Hours		32	0	100	80	28	30	0	4
Subtotal Staff Labor Cost		\$5,120.00	\$0.00	\$9,200.00	\$5,520.00	\$3,976.00	\$3,420.00	\$0.00	\$568.00
<b>Task Total to include Cost + Overhead</b>									<b>\$27,804.00</b>

#### TASK 5 - PERMIT COORDINATION/ SUBMISSION/ BIDDING - 2 months

A- 5.1	Preparing documentation and application for submission			2					
A- 5.2	Submission of documents to City of Sandy			2					
A- 5.3	Response to AHJ items and coordination with consultants			4					
A- 5.4	Review meeting in preparation of Public Bid	2		2					
A- 5.5	Publish Project				2				
A- 5.6	Respond to Questions during Bidding Process			2					
A- 5.7	Review Final Bids with the County	2							
A- 5.8	GC Selection / Contract	2		2					

Firm		ANKROM MOISAN ARCHITECTS							
Staff Name		L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S. Nobbe
Role		PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
A- 5.9	Construction Document Constructability Review	2		2					
Subtotal Staff Hours		8	0	16	2	0	0	0	0
Subtotal Staff Labor Cost		\$1,280.00	\$0.00	\$1,472.00	\$138.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$2,890.00

TASK 6 - CONSTRUCTION ADMINISTRATION - 6 months									
A- 6.1	OAC Meetings - Weekly	32		60					
A- 6.2	On-Site visits - Weekly	32		60					
A- 6.3	Tracking / Logging / Answered RFI and Submittals			8	16				
A- 6.4	RFI Response/coordination with consultants			8	16				
A- 6.5	Response to Construction / Specification check			8					
A- 6.6	Punch List			14	8				
A- 6.7	Issue Substantial Completion			2	8				
Subtotal Staff Hours		64	0	160	48	0	0	0	0
Subtotal Staff Labor Cost		\$10,240.00	\$0.00	\$14,720.00	\$3,312.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$28,272.00

TASK 7 - AS BUILT INFORMATION / PROJECT CLOSE OUT									
A- 7.1	Gathering information from contractor				8				
A- 7.2	Gathering information from consultants				8				
A- 7.3	Record set of Documents				8				
Subtotal Staff Hours		0	0	0	24	0	0	0	0
Subtotal Staff Labor Cost		\$0.00	\$0.00	\$0.00	\$1,656.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$1,656.00

Total Labor Cost per staff	\$29,600.00	\$3,740.00	\$31,832.00	\$16,284.00	\$5,964.00	\$8,778.00	\$1,232.00	\$2,272.00
Total Hours by Staff	185	34	346	236	42	77	11	16

TOTAL PROJECT COST	\$99,702.00
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# Sandy Clinic

Task Name	Start Date	End Date	Duration	Q3 Q4 Q1 Q2 Q3 Q4													
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>Sandy Health Clinic</b>	07/17/19	07/24/20	268d	Sandy Health Clinic													
Notice to Proceed / Project Launch	07/17/19	07/17/19	0	Notice to Proceed / Project Launch													
Kick-off Meeting	07/31/19	07/31/19	0	Kick-off Meeting													
Contract Finalization	07/31/19	08/13/19	2w	Contract Finalization													
<b>Design // Ankrum Moisan</b>	07/17/19	12/06/19	163d	Design // Ankrum Moisan													
<b>Schematic Design</b>	07/17/19	08/30/19	33d	Schematic Design													
Site Walk	07/24/19	07/24/19	1d	Site Walk													
AMA to Issue Field Notes	07/29/19	07/29/19	1d	AMA to Issue Field Notes													
Gather Background Site Information	07/17/19	07/29/19	9d	Gather Background Site Information													
AMA to Conduct Code & Regulatory Review	07/17/19	07/29/19	9d	AMA to Conduct Code & Regulatory Review													
County to Provide Comments	07/30/19	08/02/19	4d	County to Provide Comments													
AMA to set Early Assistance Meeting with City	08/13/19	08/13/19	1d	AMA to set Early Assistance Meeting with City													
IDE #1: Programming Meeting	08/06/19	08/06/19	1d	IDE #1: Programming Meeting													
AMA to Issue Meeting Notes	08/09/19	08/09/19	1d	AMA to Issue Meeting Notes													
County to Provide Comments	08/12/19	08/16/19	5d	County to Provide Comments													
IDE #2: Program Charette	08/20/19	08/20/19	1d	IDE #2: Program Charette													
AMA to issue Meeting Notes	08/23/19	08/23/19	1d	AMA to issue Meeting Notes													
County to Provide Comments	08/26/19	08/30/19	5d	County to Provide Comments													
<b>Design Development</b>	08/29/19	10/18/19	37d	Design Development													
AMA Design Charette Macro Planning	08/29/19	08/29/19	1d	AMA Design Charette Macro Planning													
IDE #3: Building Layout	09/03/19	09/03/19	0	IDE #3: Building Layout													
AMA to issue Meeting Notes	09/06/19	09/06/19	1d	AMA to Issue Meeting Notes													
County to Provide Comments	09/09/19	09/13/19	5d	County to Provide Comments													
AMA Material Presentation	09/17/19	09/17/19	1d	AMA Material Presentation													
MEP System Review	09/17/19	09/17/19	1d	MEP System Review													
Signage/ Equipment/ Security/ IT Coordination	09/03/19	09/30/19	20d	Signage/ Equipment/ Security/ IT Coordination													
Issue DD Set	09/30/19	09/30/19	1d	Issue DD Set													
Cost Estimate	09/30/19	10/14/19	11d	Cost Estimate													
County Approval	10/14/19	10/18/19	5d	County Approval													
<b>Construction Documentation</b>	10/18/19	12/06/19	36d	Construction Documentation													
90% CD Set	10/18/19	11/15/19	21d	90% CD Set													
Cost Estimate	11/18/19	12/02/19	11d	Cost Estimate													
County Approval to Submit for Bid & Permit	12/02/19	12/06/19	5d	County Approval to Submit for Bid & Permit													
<b>Permitting // City of Sandy</b>	12/09/19	01/23/20	34d	Permitting // City of Sandy													
<b>Building Permit</b>	12/09/19	01/23/20	34d	Building Permit													
Submit Building Permit	12/09/19	12/09/19	0	Submit Building Permit													
Building Permit Review Process	12/09/19	01/23/20	34d	Building Permit Review Process													
Permit Issuance	01/23/20	01/23/20	0	Permit Issuance													
<b>Bid Process</b>	12/02/19	01/31/20	45d	Bid Process													
Publish Project	12/02/19	12/09/19	6d	Publish Project													
Bid Project	12/09/19	12/27/19	15d	Bid Project													
Review Bids	12/27/19	01/09/20	2w	Review Bids													
GC Selection / Contract	01/09/20	01/29/20	15d	GC Selection / Contract													
Construction Documentation Constructibility Review	01/27/20	01/31/20	5d	Construction Documentation Constructibility Review													
<b>Construction</b>	01/31/20	07/24/20	126d	Construction													
Construction Duration	01/31/20	07/15/20	119d	Construction Duration													
Building Occupancy	07/16/20	07/24/20	7d	Building Occupancy													

August 15, 2019

**COPY**

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
 the State of Oregon, Housing and Community Services Department to administer  
Community Resource Division Funds

<b>Purpose/Outcomes</b>	Seeking approval for Intergovernmental agreement that provides funds for a variety of Social Services programs in Clackamas County as described below.
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement with an estimated value of \$19,990,129 for the biennium.
<b>Funding Source</b>	State of Oregon, Housing and Community Services Department, Community Resources Division. No County General Funds are involved.
<b>Duration</b>	July 1, 2019 through June 30, 2021
<b>Previous Board Action</b>	The previous agreement was approved by the Board of County Commissioners on July 20, 2017 - agenda item 072017-A5.
<b>Counsel Review</b>	This agreement was reviewed by County Counsel on 8/6/19.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	H3S# 9302, State# 5084

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement renewal with the State of Oregon, Housing and Community Services Department (OHCS) to administer Community Resource Division (CRD) funds for a variety of SSD programs.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in

*Healthy Families. Strong Communities.*



their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

To continue receiving these funds, Community Action agencies are required to conduct a planning process that assesses the local needs of low income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Implementation Reports that are written by SSD staff and submitted to OHCS for approval.

The planning process will result in an executed agreement referred to as the Master Grant Agreement (MGA). The MGA will cover the period from July 1, 2019 through June 30, 2021.

The program and funding components included in the MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low income individuals including frail, elderly, and disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. These funds will be used to support warming center and emergency shelter services in Clackamas County.

Emergency Housing Assistance Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to housing needs. Programs funded by this source include supporting established homelessness prevention and rapid re-housing programs, Community Capacity Building related to the Homeless Point-In-Time Count in 2021, emergency shelters, housing related information and referral services, case management services to low-income households, and shelter services to homeless youth.

Emergency Housing Assistance Program – Veterans: State of Oregon general funds designed to support homeless veterans. The funds provide homeless and low-income housing services and access to the County Veteran's Service Office that includes two part-time Homeless Veteran Outreach Specialists.

Elderly Rental Assistance Program (ERA): State of Oregon general funds designed to assist with the cost of rental housing for very low-income households that are homeless, at risk of homelessness, or unstably housed, where at least one household member is 58 years or older. These funds provide rental and financial assistance, supportive-in home services, and case management.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low-income households with emphasis on elderly and disabled persons with unpaid winter utility bills.

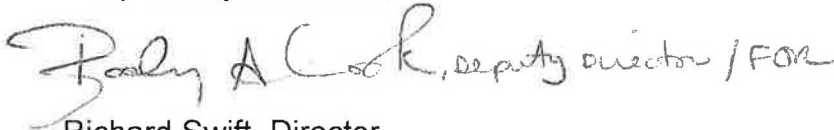
Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low-income households with assistance payments directed toward their PGE bills.

Low Income Home Energy Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Richard A. Swift, deputy director / FOR". The signature is written in dark ink and is positioned above the printed name of the signatory.

Richard Swift, Director  
Health, Housing and Human Services Department

# MASTER GRANT AGREEMENT 19-21 #5084

## INTRODUCTION

This **2019-21 Master Grant Agreement #5084** (this "Agreement" or "MGA") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Department" and **Clackamas County** acting by and through its Health, Housing and Human Services Department, hereinafter referred to as "Subgrantee".

## RECITALS

- A. Oregon Revised Statute ("ORS") chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;

## AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
2. **Effective Date and Duration.** This Agreement shall become effective **July 1, 2019**. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2021**.
3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$19,990,129.00**. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:
  - This Agreement less all Exhibits and Attachments
  - Exhibit A – Definitions;
    - Implementation Report Attachments (as applicable)
    - Program Elements (as applicable)
  - Exhibit B - Standard Terms and Conditions
  - Exhibit C – Special Provisions
  - Exhibit D - Federal Assurances
  - Exhibit E - Oregon State Historic Preservation Office Agreement
  - Exhibit F – Information Required by 2 CFR Subtitle B

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

# MASTER GRANT AGREEMENT 19-21 #5084

5. **DIVERSITY, EQUITY AND INCLUSION.** Building Community Action Agency organizational capacity to provide inclusive services to diverse constituencies is a first step to ensure equitable and culturally responsive services for all Oregonians in need. OHCS and subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provision. OHCS commits to creating a system to analyze OHCS-funded programs and remove identified barriers to accessing opportunities within those programs.

6. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee 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.

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

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

Name (print): Richard Swift Title: Director  
Health, Housing and Human Services Department

Telephone Number: 503/650-5604

E-Mail Address: rswift@clackamas.us

Subgrantee Address: P.O. Box 2950; Oregon City, OR 97045

Primary Contact Person (Type or Print): Brenda Durbin, Social Services Director

Primary Contact Telephone Number: 503/655-8641

Primary Contact E-Mail Address: brendadur@clackamas.us

DUNS #: 096992656

Fiscal Contact Name: Jennifer Snook Title: Management Analyst Senior

Phone #: 503/655-8760

# MASTER GRANT AGREEMENT 19-21 #5084

## 7. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through its  
Housing and Community Services Department  
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: \_\_\_\_\_  
Margaret Solle Salazar, Director or designee

\_\_\_\_\_ Date

Agency Contact Person: Kenny LaPoint

Contact Telephone Number: 971-239-9968

E-Mail Address: Kenny.LaPoint@oregon.gov

## DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by: AAG D. Kevin Carlson      Date: by email on 7/16/2019

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**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of Commissioners  
Clackamas County  
Members of the Board:

**A Board Order Adopting the Vacation of a Portion of an Alley in Carver**

<b>Purpose/Outcomes</b>	Vacates a portion of an alley in Carver
<b>Dollar Amount and Fiscal Impact</b>	Application and processing fee received.
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent vacation.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Grow a Vibrant Economy
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 08/05/19
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

This particular 20 foot wide alley, was dedicated in the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records. The alley has been improved by adjoining owners and predecessors in title and the petitioner while making improvements to petitioner's parking lot. The petitioner has generously granted perpetual ingress and egress easements to two adjoining property owners that would otherwise be resigned to have to gain access to their property through much of the only just improved alley.

The 118 foot long portion to be vacated contains approximately 2,360 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating this portion of alley right of way.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

A portion of the alley to be vacated lies within the City of Happy Valley. In accordance with ORS 368.326(1) an Intergovernmental Vacation Proceeding, as outlined in ORS 368.361, will

be followed. The City of Happy Valley has approved the vacation on June 16, 2019 by resolution 19-14 and concurs with the County governing body in the vacation procedure.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation. This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4).

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of a portion of alley right of way in Carver, Plat 419.

Sincerely,

Douglas Cutshall

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of a  
portion of an alley in Carver,  
situated in Section 18,  
T.2 S., R.3E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**This matter coming** before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of an alley in Carver, described as follows:

All of that portion of an alley, situated in the southwest ¼ of Section 18, T.2 S., R.3E., W.M., and the Plat of Carver, Plat No. 419, Clackamas County Plat Records, lying one foot east of and, between, the southerly projection of the east line of Lot 4, Block 4, of said plat and, one foot west of the southerly projection of the east line of Lot 7, Block 4, of said Plat, depicted on attached Exhibit "A", and by this reference made a part hereof.

**Whereas** the Board having read said petition and report from the County Road Official, attached hereto and incorporated herein as Exhibit B, and having determined the vacation of the above described portion of roadway to be in the public interest; and,

**Whereas** Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation, provided all utility rights be reserved; now therefore,

**Whereas** the City of Happy Valley has concurred with the County's findings in this matter, by Resolution number 19-14 on June 16, 2019,

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the attached Exhibit A described portion of alley, containing, 2,360 square feet, more or less, be vacated; and,

**IT IS FURTHER ORDERED** that rights for all existing utilities within the vacated road, be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, rights are reserved to access, maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of the Vacation of a  
portion of an alley in Carver,  
situated in Section 18,  
T.2 S., R.3E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**IT IS FURTHER ORDERED**, that this Order and attached Exhibits A and B be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

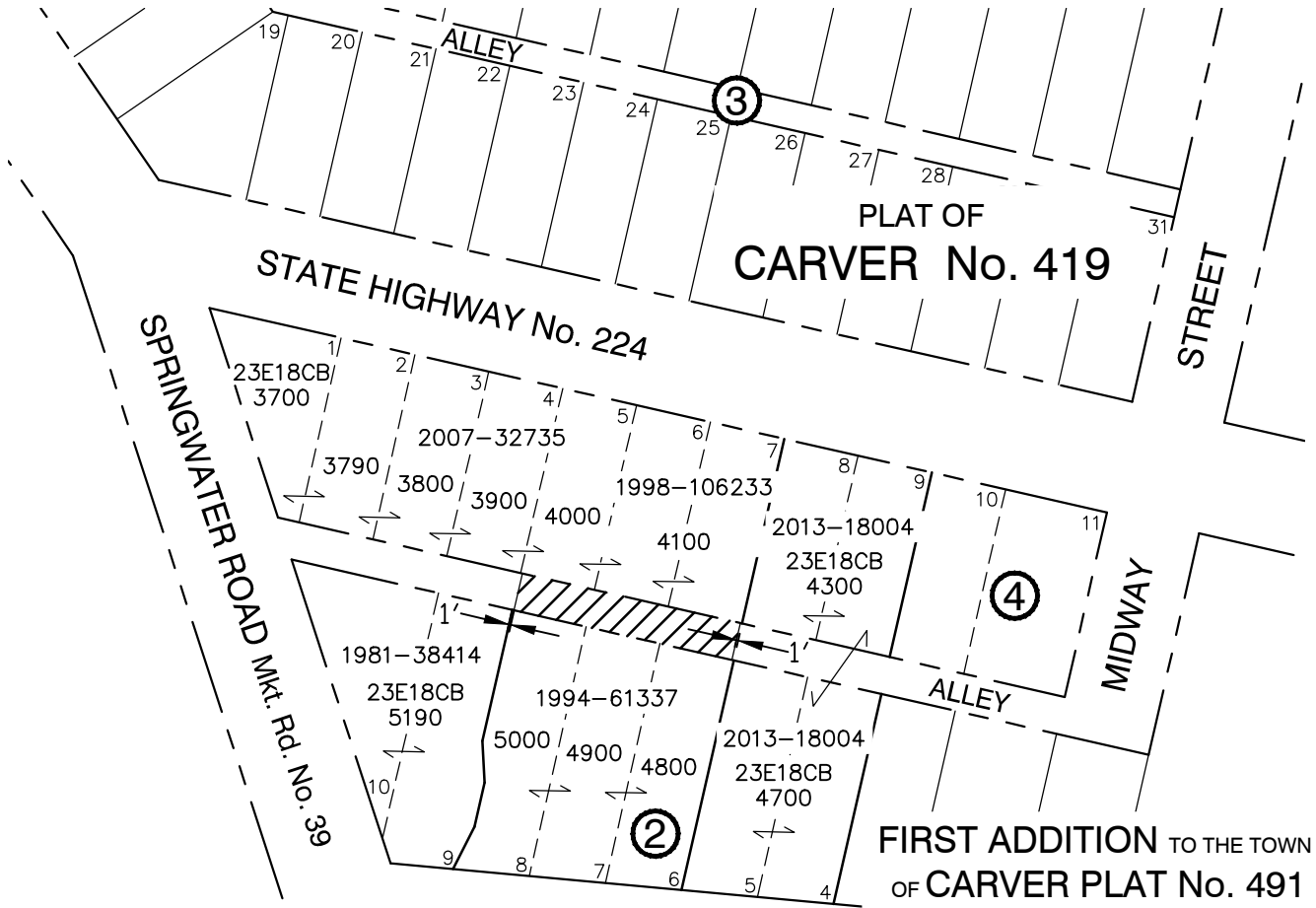
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BOARD OF COUNTY COMMISSIONERS

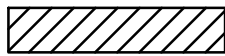
\_\_\_\_\_  
Chair

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

SITUATED IN THE SW<sup>1</sup>/<sub>4</sub> OF  
SECTION 18, T.2S., R.3E., W.M.



**LEGEND**



VACATED AREA  
2,360 Sq. Ft.



SCALE 1" = 100'

## EXHIBIT B

### MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: April 18, 2019

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF AN ALLEY IN CARVER**

**LOCATION:** A portion of an alley , situated in the SW1/4 of Section 18, T.2 S., R.3 E., W.M. and Carver, Plat No. 419.

**FACTS AND FINDINGS:** A 20 foot wide alley was dedicated in the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records. The alley has been improved by adjoining owners, their predecessors in title, and the petitioner while making improvements to petitioner's parking lot. The petitioner has generously granted perpetual ingress and egress easements to two adjoining property owners whose access would otherwise limited to the only just improved alley.

The 118 foot long portion to be vacated contains approximately 2,360 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating this portion of alley right of way.

The Petition to Vacate under ORS 368.341 has been filed, with the determined fee, and, pursuant to ORS 368.351, contains the acknowledged signatures of 100 percent of all private property owners of private property proposed to be vacated and 100 percent of all owners of property abutting the public property proposed to be vacated . All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

A portion of the alley to be vacated lies within the City of Happy Valley. As such, the vacation will be in accordance with ORS 368.326. This vacation shall not become effective until the City of Happy Valley by resolution or order concurs with the County governing body in the vacation procedure.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation providing that rights are reserved for existing utilities, if any.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

**CITY OF HAPPY VALLEY  
RESOLUTION 19-14**

**CARVER ALLEY SEGMENT STREET VACATION – RESOLUTION OF SUPPORT**

WHEREAS, Per ORS 368.361(3) when a road or public property to be vacated lies in county jurisdictions within a city, each jurisdiction can choose to conduct separate vacations or concur by resolution or order, with the findings of the county governing body; and,

WHEREAS, the City of Happy Valley has reviewed the materials submitted by Clackamas County regarding the proposed vacation of the portion of the alley illustrated in EXH A; and,

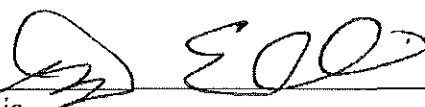
WHEREAS, the City Council finds no reason not to support the proposed alley segment vacation which will benefit the property/business owner located in the city limits; and,

WHEREAS, the City Council supports the notion of having a single Board Order satisfy the vacation request (versus having two public hearings).

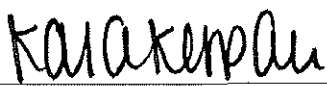
**NOW THEREFORE, THE CITY OF HAPPY VALLEY RESOLVES AS FOLLOWS:**

Section 1. The City of Happy Valley City Council supports the proposed vacation of a portion of the alley by Board Order per the provisions of ORS.368.361(3).

Resolution 19-14 is enacted by the City Council of the City of Happy Valley, this 16th day of June, 2019.

  
\_\_\_\_\_  
Tom Ellis  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kara Kerpan  
City Recorder



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Granting of a PGE Utility Easement**

<b>Purpose/Outcomes</b>	Granting an easement to Portland General Electric Company for the installation of electric transmission and communication facilities to power a new reader board sign at the entrance of the Aquatic Center on Harmony Road.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	No funding is tied to this request.
<b>Duration</b>	Permanent acceptance upon execution.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Building strong infrastructure Ensuring safe, healthy and secure communities
<b>County Counsel Review</b>	Reviewed and approved by County Counsel on 08/05/19
<b>Contact Person(s)</b>	Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

The North Clackamas Parks and Recreation District (NCPRD) is installing an electric powered reader board sign at the entrance to the Aquatic Center on SE Harmony Road. Currently there is no power at this location. Portland General Electric (PGE) will install a power pole at this location and extend power transmission lines from the north side of Harmony Rd. The property upon which the reader board sign will be located is owned by Clackamas County and an easement for PGE's facilities is therefore needed. The easement is described in Exhibits B and C of the attached PGE Utility Easement.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve and authorize the Chair to execute the attached permanent utility easement to Portland General Electric for the purpose of installing power at the site of the new sign.

Sincerely,

Sharan Hams-LaDuca



After Recording Please Return To:  
Portland General Electric Company  
Attn: Property Services  
121 SW Salmon Street, 3WTC0406  
Portland, Oregon 97204-9951

Grantor's Mailing Address:  
Clackamas County  
Property Resources  
150 Beaver Creek Rd  
Oregon City, OR 97045

---

(Space above this line for Recorder's use)

Grantor:           **Clackamas County**

Grantee:           **Portland General Electric Company**

APN/APN2:       **22E05 00100 / 00432044**

### **PGE UTILITY EASEMENT**

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CLACKAMAS COUNTY**, a corporate body politic, ("**Grantor**") hereby grants, bargains, and conveys to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way for the purpose of transmission, distribution, and sale of electricity and communication and related appurtenances (the "**Easement**") over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement will encumber a strip of land more particularly described in Exhibit "B" and depicted in Exhibit C attached hereto and therefor made a part hereof, (the "**Easement Area**").

As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

**Grantee's Rights.** Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances

ancillary, and the right of ingress to and egress from, along and upon said Easement Area. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. If Grantee fails to use the Easement for the purposes described herein for a period of two (2) consecutive years, this Easement may be terminated by Grantor; provided Grantor provides Grantee written notice of Grantor's intent to terminate the Easement for non-use and Grantee fails to provide Grantor with written notice that Grantee is using the Easement within ninety (90) days of Grantee's receipt of Grantor's notice. If Grantor terminates this Easement in accordance with the preceding sentence, and upon written request, Grantee will promptly deliver to Grantor in recordable form any document reasonably required to remove this Easement from the record of title to the subject property.

**Grantor's Use.** Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. Grantee specifically acknowledges that other utilities currently located underground in the Easement Area, do not and will not conflict with Grantee's rights under this Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

**Grantor Representations and Warranties.** Grantor represents and covenants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

**Required Actions/Necessary Documents.** Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

**Liabilities.** In no event shall Grantee be liable to Grantor or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

**Applicable Law/Costs and Attorney Fees.** This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that either party finds it necessary to enforce any right under this Easement, the prevailing party shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

**Entire Agreement.** This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.



IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

**CLACKAMAS COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as CHAIR of THE **CLACKAMAS COUNTY BOARD OF COMMISSIONERS** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A  
PROPERTY DESCRIPTION**

*Parcel 5 of Partition Plat Number 2006-003.*

EXHIBIT B

July 9, 2019

Page 1 of 1

**PGE UTILITY EASEMENT**

A parcel of land, as shown on attached Exhibit "C", lying in the Northwest One-Quarter of the Northeast One-Quarter of Section 5, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 5 of Partition Plat No. 2006-003, Clackamas County Survey Records, said parcel also being a portion of that tract of land as described by Bargain and Sale Deed to Clackamas County, a corporate body politic, recorded April 28, 2015 as Document No. 2015-024404, Clackamas County Deed Records, said parcel being more particularly described as follows:

COMMENCING at a found 5/8 inch iron rod with yellow plastic cap inscribed "Clackamas County DTD", said iron rod being located on the northerly right-of-way line of SE Harmony Rd at Station 136+55.78 PC, per Record of Surveys recorded as SN 23425 and SN 2018-216, Clackamas County Survey Records;

Thence S16°26'54"E, 60.00 feet to the Point of Curvature on the south right-of-way line of said SE Harmony Rd per said SN 23425 and SN 2018-216;

Thence S73°33'06"W, along said south right-of-way line, 48.95 feet to the TRUE POINT OF BEGINNING;

Thence leaving said south right-of-way line S16°40'08"W, 75.28 feet to a point 63.05 feet southerly when measured at right angles to said south right-of-way line;

Thence S73°33'06"W, parallel with said south right-of-way line, 15.60 feet to a point;

Thence N16°26'54"W, 63.05 feet to a point on said south right-of-way line;

Thence N73°33'06"E, along said south right-of-way line, 56.73 feet to the TRUE POINT OF BEGINNING.

The parcel of land to which this description applies contains 2,280 square feet more or less.

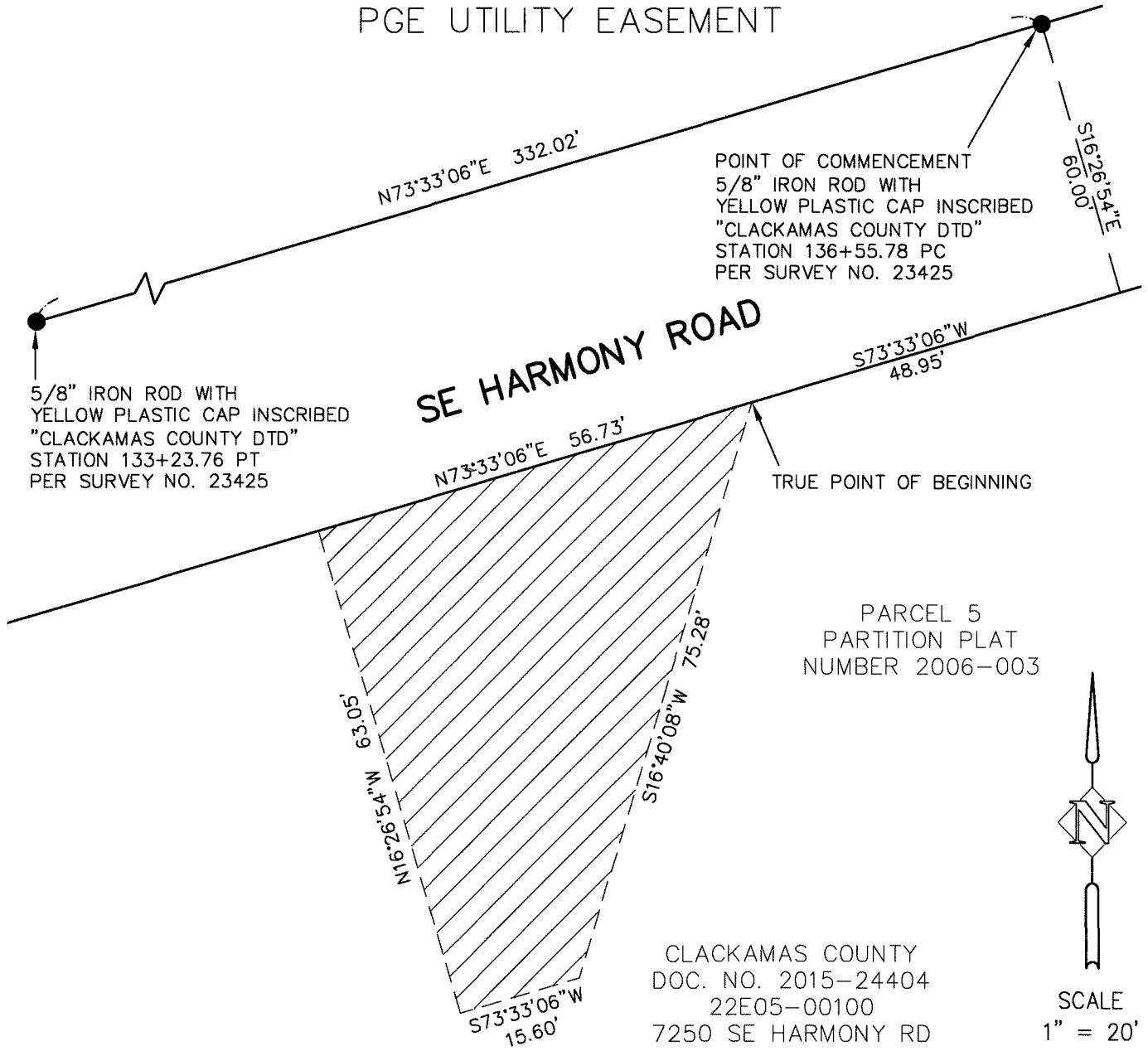
This legal description and the basis of bearings thereof is based on Record of Survey SN 2018-216, Clackamas County Survey Records. The north right-of-way line of SE Harmony Rd was held to be N73°33'06"E per said SN 2018-216 as measured between found 5/8 inch iron rods with yellow plastic caps inscribed "Clackamas County DTD" at stations 133+23.76 PT and 136+55.78 PC set per said SN 23425, Clackamas County Survey Records.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John T. Campbell*  
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

EXPIRES: 12-31-19

**EXHIBIT "C"**  
PGE UTILITY EASEMENT

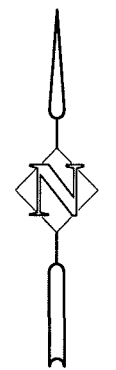


5/8" IRON ROD WITH  
YELLOW PLASTIC CAP INSCRIBED  
"CLACKAMAS COUNTY DTD"  
STATION 133+23.76 PT  
PER SURVEY NO. 23425

POINT OF COMMENCEMENT  
5/8" IRON ROD WITH  
YELLOW PLASTIC CAP INSCRIBED  
"CLACKAMAS COUNTY DTD"  
STATION 136+55.78 PC  
PER SURVEY NO. 23425

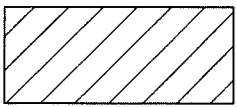
PARCEL 5  
PARTITION PLAT  
NUMBER 2006-003

CLACKAMAS COUNTY  
DOC. NO. 2015-24404  
22E05-00100  
7250 SE HARMONY RD



SCALE  
1" = 20'

**LEGEND**



PGE UTILITY EASEMENT  
± 2,280 SQ.FT.

SEE ATTACHED  
LEGAL DESCRIPTION



**Harper  
Houf Peterson  
Righellis Inc.**

ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
205 SE Spokane Street, Suite 200, Portland, OR 97202  
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171  
CLA-92 JTC 07/09/2019 PAGE 1 OF 1



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Accela Replacement Renewal Order Form and Relinquishment**

<b>Purpose/Outcomes</b>	This Order Form and Relinquishment establishes pricing for 2019 to 2024 for the annual maintenance related to the user licenses necessary to operate the Accela permitting software program. This agreement also relinquishes licenses for software functionality no longer used by the county.
<b>Dollar Amount and Fiscal Impact</b>	The total cost for 5 years is \$525,718.50, with the cost per year detailed below. This order form locks in pricing for 5 years, allowing the users of DTD, WES, Public Health and BCS to better manage ongoing maintenance costs. FY 2019/2020 - \$99,021.48 FY 2020/2021 - \$101,992.13 FY 2021/2022 - \$105,051.89 FY 2022/2023 - \$108,203.45 FY 2023/2024 - \$111,449.55  Additionally, by relinquishing licenses for unused software functions, the County will save \$309,962.95 over the 5 year agreement.
<b>Funding Source</b>	Annual maintenance fees are paid by the divisions and work groups using the Accela software product. The distribution of costs is based upon the number of users from each workgroup and is adjusted annually to reflect changes in licensing. For DTD workgroups, these maintenance costs are paid for using development permit fees.
<b>Duration</b>	The Order Form is active upon execution, and will be in effect until June 28, 2024.
<b>Previous Action</b>	6/28/2011: The BCC approved entering into an agreement to upgrade the County's existing Permits Plus software system to Accela Automation Land Management. This contract included renewals and previous licensing maintenance orders were established based upon the original contract.
<b>Counsel Review</b>	Reviewed by County Counsel on July 30, 2019
<b>Strategic Plan Alignment</b>	Build public trust through good government; Grow a vibrant economy; Ensure safe, healthy and secure communities; and Customer service and satisfaction.
<b>Contact Person</b>	Cheryl Bell, Assistant Director of Development, Department of Transportation & Development, 503-742-4748

**BACKGROUND**

The Department of Transportation and Development (DTD), and our partners in WES, BCS and Public Health, use Accela Automation permitting software as the primary software system for creating, routing, processing, approving and issuing permits throughout various development operations. This software also facilitates the calculation and collection of permit fees for a majority of these customers. The Accela Automation software is fully integrated throughout the development process, with DTD and WES using the software database as the central storing house for development-related permit information, and Public Health using the system to approve permits related to their work. DTD has been utilizing Accela software in various iterations since the mid-1990s.

Ongoing use of Accela is secured through the payment of annual maintenance fees related to the user licenses needed to operate the software program. The attached pricing agreement outlines pricing for the next 5 years, ensuring the pricing for annual maintenance is locked in to these agreed upon rates until 2024.

Additionally, as part of this agreement DTD also took the opportunity to relinquish licenses for functionality within the software that the department no longer uses. (Accela Mobile Office has been replaced by the use of application based products, and the GIS module of the software is no longer used by the department). Release of these unused licenses resulted in a total savings over the 5 year agreement of \$309,962.95.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve this Accela Replacement Renewal Order Form and Relinquishment.

Respectfully submitted,

Cheryl Bell  
Assistant Director of Development  
Department of Transportation and Development

Placed on the BCC Agenda \_\_\_\_\_ by Purchasing

# County of Clackamas, OR

## REPLACEMENT Renewal Order Form and Relinquishment

June 26, 2019

Becky O'Brien  
Sr. Operations Analyst, Renewals  
Phone: (925) 359-3334  
Email: [robrien@accela.com](mailto:robrien@accela.com)

**Software and Services**

Annual Maintenance

Item Number	Description	Quantity	Unit Price	Ext. Price
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0361	\$ 13,923.08
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 672.5605	\$ 70,618.85
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 2,895.9100	\$ 14,479.55
	<b>Renewal Term: 6/29/19 - 6/28/20</b>		<b>Total:</b>	<b>\$ 99,021.48</b>
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0371	\$ 14,340.77
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 692.7373	\$ 72,737.42
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 2,982.7880	\$ 14,913.94
	<b>Renewal Term: 6/29/20 - 6/28/21</b>		<b>Total:</b>	<b>\$ 101,992.13</b>
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0383	\$ 14,770.99
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 713.5194	\$ 74,919.54
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,072.2720	\$ 15,361.36
	<b>Renewal Term: 6/29/21 - 6/28/22</b>		<b>Total:</b>	<b>\$ 105,051.89</b>
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0394	\$ 15,214.12
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 734.9250	\$ 77,167.13
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,164.4400	\$ 15,822.20
	<b>Renewal Term: 6/29/22 - 6/28/23</b>		<b>Total:</b>	<b>\$ 108,203.45</b>
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	386,143	\$ 0.0406	\$ 15,670.54
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	105	\$ 756.9728	\$ 79,482.14
MR100ALCM120601	Accela Licensing and Case Mgt Annual Maintenance and Support Renewal	5	\$ 3,259.3740	\$ 16,296.87
	<b>Renewal Term: 6/29/23 - 6/28/24</b>		<b>Total:</b>	<b>\$ 111,449.55</b>
			<b>Subtotal:</b>	<b>\$ 525,718.50</b>
			<b>Tax:</b>	<b>\$ -</b>
			<b>Grand Total:</b>	<b>\$ 525,718.50</b>

**This Order Form for Clackamas County, OR ("Customer") reflects Customer's relinquishment of ninety (90) total GIS licenses and fifty-five (55) Mobile Office licenses effective 6/29/2019. Customer's total license count for GIS and Mobile Office following 6/29/2019 will be zero (0).**



Order Detail	
General Information	
Customer Contact	<b>Diedre Landon, Administrative Services Manager</b>
Customer Address	<b>150 Beavercreek, Oregon City, OR 97405</b>
Governing Agreement(s)	<p>This Order Form will be governed by the agreement entered into by and between the parties on June 23, 2011 ("Governing Agreement"), which is comprised of the following documents: the Government Contracting Addendum, Accela Services Agreement, Scope of Work for Accela Implementation, Accela Licensing Agreement, and Insurance Certificates.</p> <p>To the extent not otherwise included in the Governing Agreement, the provisions of the Oregon Public Contracting Code, ORS 279B.045 through ORS 279B.235, if applicable, are hereby incorporated by this reference herein.</p>
Term(s):	<b>06/29/19 - 06/28/24</b>
Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>- Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>- Hosting and Support start on Accela's delivery of the software hosted and/or supported;.</li> </ul>
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> <li>- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Subscriptions renew after signature of a purchase order by the Customer.</li> <li>- Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>- Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>- Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	<ul style="list-style-type: none"> <li>- This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form.</li> <li>- In the event of an inconsistency between this Order Form, the Governing Agreement, purchase order, or invoice, the Governing Agreement, as amended, should govern.</li> <li>- For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> <li>- For the avoidance of doubt and as stated on page 2 of this Order Form, Customer hereby relinquishes ninety (90) GIS licenses and fifty-five (55) Mobile Office licenses effective 6/29/2019. Customer's total license count for GIS and Mobile Office following 6/29/2019 will be zero (0).</li> </ul>
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued per the governing terms.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.

Accounts Payable Contact Information (Required)			
First Name		Last Name	
Title			
Phone Number			
Email Address:			
Billing Address			
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need			
Signature Section (Required)			
Vendor	AccelaDocuSigned by:	Customer	County of Clackamas, OR
Signed By	<i>Dennis R. Michalis</i> 56C2716C41B4461...	Signed By	
Date	7/31/2019	Date	
Title of Authorized Signatory	Chief Revenue Officer	Title of Authorized Signatory	
Name (Print) of Authorized Signatory	Dennis R. Michalis	Name (Print) of Authorized Signatory	
Additional Signatures Section (Optional)			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference (Optional)			PO# (If required):
<p><b><u>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Accela copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</u></b></p>			



## John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

### Approval to Apply for

### 2019-2021 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant for Prosecutor Based Victim Program Grant

<b>Purpose/Outcomes</b>	The purpose of this non-competitive grant is to maintain advocacy services mandated by the Oregon Victim Rights laws to all victims of all crimes through the VOCA Non-Competitive and Criminal Fines Account Grants.
<b>Dollar Amount and Fiscal Impact</b>	1. 2019-2021 VOCA Non-Competitive Program October 1, 2019 – September 30, 2021: \$1,157,184.00 2. 2019-2021 CFA Non-Competitive Program October 1, 2019 – September 30, 2011: \$369,136.00 <i>* Above two Grants applied with one application through Oregon DOJ.</i> Grant revenue will be used to continue funding the Personnel Service costs for 6.25 FTE Victim Advocates. Remaining funds will be used to enhance current victim services and offset training costs as required by VOCA/CFA. The VOCA NC grant requires a 25% in-kind match of \$289,296.00 that will be met with Volunteer Victim Advocate hours, as it has in the past. The CFA NC grant does not require a match.
<b>Funding Source</b>	The Oregon Department of Justice Crime Victim's Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. Beginning in 2015 the Oregon Department of Justice (DOJ) Crime Victim Services Division has combined the VOCA-NC and CFA into one grant application.
<b>Duration</b>	Effective October 1, 2019 - September 30, 2021
<b>Previous Board Action/Review</b>	The Clackamas County Board of County Commissioners previously approved the VOCA/CFA-2015-ClackamasCo.DAVAP-00008 (Agenda Item #C.2) on February 1, 2018.
<b>Strategic Plan Alignment</b>	Activities and expenses will support & enhance services to victims of crime. These efforts will be to (1) respond to the emotional needs of crime victims, (2) assist victims to stabilize their lives after a victimization, (3) assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights, and (4) provide victims with a measure of safety and security while restoring a violence free life.
<b>Contact Person</b>	Carrie Walker, Victim Assistance Director for the District Attorney (503) 655-8616

### **BACKGROUND:**

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system
- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

**RECOMMENDATION:**

Staff recommends the Board approval of this request to apply for the 2019-21 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant.

Respectfully Submitted,



John S. Foote  
District Attorney



Tim Heider,  
Interim Director  
Public & Government Affairs

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Milwaukie  
Regarding Payment for Services Related to Willamette Falls Locks State Commission

<b>Purpose/Outcome</b>	Approval of an Intergovernmental Agreement between Clackamas County and the City of Milwaukie regarding payment for services related to Willamette Falls Locks State Commission
<b>Dollar Amount and Fiscal Impact</b>	\$5,000 to Clackamas County, Public & Government Affairs.
<b>Funding Source</b>	Milwaukie to contribute \$5,000 to Clackamas County (PGA)
<b>Safety Impact</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action/Review</b>	Board approved Willamette Falls Locks Project Management Contract on March 29, 2018
<b>Strategic Plan Alignment</b>	Supports growing a vibrant economy and building a strong infrastructure
<b>Counsel Review</b>	Yes
<b>Contact Person</b>	Trent Wilson, Clackamas County Public and Government Affairs Specialist, 503-655-8206
<b>Contract No.</b>	#2017-89 Willamette Falls Locks Project Management

**BACKGROUND:**

Senate Bill 256 (Oregon State Legislature 2017) established a Willamette Falls Locks State Commission. The mission of the State Commission as assigned by SB 256 calls for work that would lead towards the transfer of the Willamette Falls Locks to a non-federal owner. Anticipated work to reach that conclusion includes: engineering studies, finance and governance modeling, and state and federal advocacy. Contracted work totals \$865,000.

Participating members of the Willamette Falls Locks stakeholders agreed to share the cost of funding the project contractor. Clackamas County, along with Metro and the participating river cities (jointly) agreed to each pay \$120,000 over the first two years of the State Commission. Clackamas County is using state lottery funds from Business and Community Services to fund its commitment. Tourism and Cultural Affairs has also collected funds from local tourism stakeholders, and various river users also contribute towards the total amount.

As the contract manager, Clackamas County will receive funds from participating cities fulfilling the \$120,000 commitment. The city of West Linn is coordinating city payments, but funds come directly to the county from the various cities accompanied by an Intergovernmental Agreement (IGA) that acts a receipt. In exchange Clackamas County will act as the project manager to supervise the work of the due diligence and project management firm as required by the State Commission.

This Intergovernmental Agreement is between the City of Milwaukie and Clackamas County. Milwaukie will fund \$2,500 a year for two years for the Willamette Falls Locks project coordinator. Milwaukie is making a lump sum payment of \$5,000 for both years.

Clackamas County released a RFP in November 2017 seeking a project management firm to perform the due diligence work required by the State Commission. The selected bidder is Summit Strategies, LLC.

Clackamas County has an existing contract with Summit Strategies, LLC for federal representation services. This contract is separate from that contract.

**RECOMMENDATION:**

Staff recommends Board approval of the Intergovernmental Agreement between Clackamas County and the City of Milwaukie.

Respectfully submitted,

Tim Heider  
Interim Director, Public and Government Affairs

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND MILWAUKIE**

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Clackamas County** (“County”), a political subdivision of the State of Oregon, and the **City of Milwaukie** (“City”), an Oregon municipal corporation, for the provision of project management and due diligence services provided to the **Oregon State Commission for Willamette Falls Locks**, (“Commission”), formed under 2017 SB 256, 2017 Oregon Session Laws Ch. 734, ORS 358.640 (Temporary provisions relating to Willamette Falls Locks Commission). This Agreement is authorized pursuant to ORS 190.010, and ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon signature by City representative. Unless earlier terminated or extended, this Agreement shall expire on November 30, 2019 (“Expiration Date”). This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.
2. **Statement of Work.** County agrees to perform the project management and due diligence work in accordance with the terms and conditions of this Agreement as reflected in Attachment 1. County agrees that it shall use the contributions from the funding partners in support of consulting services pertaining to and in support of the Commission and the goals of the Project as defined in 2017 Oregon Session Laws Ch. 743, Section 2. The County agrees to solicit through a competitive process the required project management and due diligence consulting services. The County further agrees to convene the staff from the contributing partners to provide guidance and support to the Commission and consultants.
3. **Consideration.** City agrees that it shall contribute Five Thousand and no/100 Dollars (\$5,000.00) to the County to support the project management and due diligence facilitation upon execution of this agreement.
4. **Schedule of Performance.** The delivery schedule for the provision of these services is intended to be completed by November 30, 2019.
5. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

City of Milwaukie  
Ann Ober  
City Manager,  
City of Milwaukie  
10722 SE Main St.  
Milwaukie, OR 97222  
(503) 786-7573

Clackamas County  
Gary Schmidt  
Director, Clackamas County  
Public and Government Affairs  
2051 Kaen Rd., Suite 450  
Oregon City, OR 97045  
(503) 742-5908

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
7. **Termination.**
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. City shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
8. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2018-2019. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
9. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
10. **Access to Records.** Both parties and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.



11. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein. Notwithstanding the foregoing, the County is solely responsible for any and all contracts and subcontracts associated with the project management and due diligence work to be funded by this Agreement, including but not limited to procurement under applicable public contracting laws, contract management, and payments to contractors and subcontractors. County acknowledges that other than City's payment of funds to the County, City has no other obligation or responsibility for this the project management and due diligence work.
12. **No Third Party Beneficiary.** The County and City are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
13. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, excluding the cost of defense and attorney fees, arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, employees, agents, subcontractors or representatives.
14. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
15. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
16. **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.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**City of Milwaukie**

**Clackamas County Board of County Commissioners by:**

  
\_\_\_\_\_  
Ann Ober, City Manager

\_\_\_\_\_  
Chair

7-30-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form:

\_\_\_\_\_  
County Counsel

## Attachment 1

### Project Management and Due Diligence Work Program

- Overall Project Management – A single overall project manager should be identified with responsibility to manage the full work program, including work elements being carried out by other consultants and agency staffs.
- Governance – A key conclusion of this effort will be to identify a transferee and the governance structure through which to implement the transfer of the Locks from the Corps to a new owner.
- Funding – The companion conclusion to the governance question will be to determine the appropriate funding strategy to implement needed capital repairs and support ongoing operations, maintenance, and periodic capital improvements.
- Engineering – The Consultant team should include a civil engineer with experience with locks. This person will be responsible for consulting with the Corps to fully understand their engineering assessment, verify the scope of work for each repair item, confirm costs and assist the Locks Commission in finalizing an agreed upon short- and long-term capital repair plan.
- Public Outreach – The Consultant, working with the assistance of the full partners group will design and implement an appropriate public outreach work program with an eye toward building a base of support for ultimate implementation.
- Advocacy – The Consultant will develop and manage the best approach for any state or federal legislative and administrative advocacy stemming from recommendations by the Commission or full partners group.
- Agency Organization Structure and Capabilities – With the assistance of the full partners group and accessing the experience of the Corps, the Consultant will be responsible for defining the staffing and resources required for the transferee to be successful.
- Other studies and issues as required – As the project manager, the Consultant will be required to identify issues to be addressed and ensure that resources from the Consultant and/or the full partners group are assigned to analyze or otherwise address the issue.

Commission Proposal – The Consultant will be responsible for drafting the final Commission proposal



August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Wood Innovation Grant Award between Clackamas County and US Forest Service to Support Incorporation of Mass Timber in County Courthouse Project

<b>Purpose/Outcomes</b>	Approval of an award of a Wood Innovations Grant from the US Forest Service. The grant will support the County Courthouse project by funding development of potential courthouse designs utilizing mass timber/cross laminated timber, conducting an accompanying life cycle analysis, and developing a communication plan.
<b>Dollar Amount and Fiscal Impact</b>	The grant award is for \$100,000. The grant has a 50% match requirement, which will be met primarily through in-kind staff time contributions, as well as some local funding of travel, supplies, and other project costs.
<b>Funding Source</b>	USFS Wood Innovation Grant #19-DG-11062765-733
<b>Duration</b>	August 1, 2019 through February 1, 2021
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build public trust through good government</li><li>• Build a strong infrastructure</li><li>• Grow a vibrant economy</li><li>• Ensure safe, healthy and secure communities</li></ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"><li>• 2/20/19, Grant Application Life Cycle Form approved by County Administrator</li><li>• 8/8/2019, Approval of Research Services Agreement No. 27786 between Clackamas County and the University of Oregon</li></ul>
<b>Counsel Review</b>	This agreement has been reviewed and approved as to form by County Counsel on August 6, 2019.
<b>Contact Person</b>	Rick Gruen, <i>Manager, Business &amp; Community Services County Parks &amp; Forest   Ag and Forest Economic Development</i> , x4345

**BACKGROUND:**

Clackamas County has been awarded a \$100,000 Wood Innovations Grant from the United States Forest Service. Funds from the grant will support the following work related to the County Courthouse project:

- Completion of a Fall 2019 design studio conducted by the University of Oregon's Department of Architecture. The studio will focus on designs for the proposed new County Courthouse utilizing mass timber for the main structural system. As part of the design studio, the University will provide experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and student teams working on the design proposals.
- Completion of a Life Cycle Analysis that considers the economic and environmental co-benefits of building with mass timber.

- Development of a communications plan to support public engagement around the innovative use of mass timber in the courthouse design and construction.

The work funded by this grant will support the Board's desire to incorporate the use of mass timber in the design and construction of the proposed new County Courthouse, and will also support the County's ongoing Cross Laminated Timber (CLT) initiative.

**RECOMMENDATION:**

Staff recommends Board approval of Award of Domestic Grant #19-DG-11062765-733 between Clackamas County and United States Forest Service and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

**ATTACHMENT:** Federal Financial Assistance Award Of Domestic Grant 19-DG-11062765-733 Between Clackamas County and Community Services Department And The USDA, Forest Service State and Private Forestry Pacific Northwest Region

Respectfully,

Laura Zentner, CPA  
Director, Business & Community Services

**FEDERAL FINANCIAL ASSISTANCE  
AWARD OF DOMESTIC GRANT 19-DG-11062765-733  
Between  
CLACKAMAS COUNTY AND COMMUNITY SERVICES DEPARTMENT  
And The  
USDA, FOREST SERVICE  
STATE AND PRIVATE FORESTRY PACIFIC NORTHWEST REGION**

Project Title: Clackamas County Mass Timber Courthouse Design and Life-Cycle Demonstration

Upon execution of this document, an award to Clackamas County and Community Services Department, hereinafter referred to as “Clackamas County,” in the amount of **\$100,000.00**, is made under the authority of Rural Revitalization Through Forestry, Public Law 101–624, Section (d) Rural Revitalization Technologies (1990); P.L. 108-148 title II, Section 202 (2003); P. L. 110– 234, title VII (2008); and P.L. 110-246 title VII (2008); P.L. 113-79, title VIII, Section 8201 (2014); and P.L. 115-334, title VIII, Section 8701 (2018) extending the program through 2023. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10.674 Wood Utilization Assistance. Clackamas County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 2/21/2019, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 2:1, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov). If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 907-743-9462.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** Clackamas County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.



**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Rick Gruen Clackamas County and Community Services Department 150 Beaver Creek Road Oregon City, OR 97045 503-742-4945 rgruen@clackamas.us	Greg Williams Clackamas County and Community Services Department 150 Beaver Creek Road Oregon City, OR 97045 503-742-4399 Gwilliams2@clackamas.us

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
James Archuleta U.S. Forest Service State and Private Forestry 1220 SW Third Avenue Portland, OR 97204-2825 503-808-2346 <a href="mailto:james.archuleta@usda.gov">james.archuleta@usda.gov</a>	Faydra Lampshire U.S. Forest Service State and Private Forestry 161 East 1st Avenue, Door 8 Anchorage, AK 99501-1639 907-743-9462 <a href="mailto:SM.FS.spf-reports@usda.gov">SM.FS.spf-reports@usda.gov</a> Website for forms and training: <a href="http://www.fs.usda.gov/goto/r6/spf/ga">http://www.fs.usda.gov/goto/r6/spf/ga</a>

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)**. Clackamas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- D. **REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE**. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such



requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): <a href="mailto:SM.FS.asc_ga@usda.gov">SM.FS.asc_ga@usda.gov</a> FAX: 877-687-4894 POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	

- E. **PRIOR WRITTEN APPROVAL.** Clackamas County shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- F. **MODIFICATIONS.** Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- G. **PERIOD OF PERFORMANCE.** This agreement is executed as of the date of the Forest Service signatory official signature.  
 The start date of this award is **08/01/2019**.  
 The end date, or expiration date is **02/01/2021**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- H. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award as of the last date written below.

---

GREG WILLIAMS  
Deputy Director of Business and Community  
Services

Date

---

DEBBIE A. HOLLEN  
Director  
State and Private Forestry  
Pacific Northwest and Alaska Regions  
U.S. Forest Service

Date

The authority and the format of this award have been reviewed and approved for  
signature.

  
FAYDRA LAMPSHIRE  
Forest Service Grants Management Specialist

7/31/19  
Date

## **ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS**

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Clackamas County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Clackamas County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Clackamas County or any third party.
- C. NOTICES. Any notice given by the Forest Service or Clackamas County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Clackamas County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Clackamas County shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for Clackamas County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Clackamas County when permission is granted.
- F. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. Clackamas County may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.

G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

H. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
  - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procure a commercial sex act during the period of time that the award is in effect; or
  - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
  - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"

3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. "Employee" means either:
    - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity":
    - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (2) Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### I. DRUG-FREE WORKPLACE.

1. Clackamas County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
  - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions Clackamas County will take against employees for violating that prohibition; and

- c. Let each employee know that, as a condition of employment under any award, the employee:
  - (1) Shall abide by the terms of the statement, and
  - (2) Shall notify Clackamas County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Clackamas County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Clackamas County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Clackamas County learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Clackamas County must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

J. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law

- enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If the Government determines that the recipient is not in compliance with this award provision, it;
    - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- K. ELIGIBLE WORKERS. Clackamas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Clackamas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- L. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending December 31st. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).
- M. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

Clackamas County shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Clackamas County's final payment request, or separately, but not later than 90 days from the expiration date of the award.

- N. NOTIFICATION. Clackamas County shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- O. CHANGES IN KEY POSITIONS AND PERSONNEL IN AWARDS. Any revision to key positions and personnel identified in the application for this award require prior, written approval from the Forest Service Program Manager. All technical positions are considered Key Personnel by the Forest Service. Failure on the part of Clackamas County to obtain prior, written approval when required may result in the disallowance of costs.
- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- R. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Clackamas County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.
- Clackamas County may call on Forest Service's Office of Communication for advice regarding public notices. Clackamas County is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.
- S. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Clackamas County's purchase of equipment. Equipment is defined



as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- T. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Clackamas County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- U. COPYRIGHTING. Clackamas County is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards, sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Clackamas County under this award.
- Any right of copyright to which Clackamas County purchase(s) ownership with any federal contributions.

- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Clackamas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***“This institution is an equal opportunity provider.”***

- W. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Clackamas County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- X. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- Y. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Clackamas County a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Clackamas County appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, AQM, Clackamas County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, AQM is final.
5. The final decision by the Director, AQM does not preclude Clackamas County from pursuing remedies available under the law.

- Z. DEBARMENT AND SUSPENSION. Clackamas County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Clackamas County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

## ATTACHMENT B: 2 CFR PART 170

### Appendix A to Part 170—Award Term

#### I. Reporting Subawards and Executive Compensation.

##### a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

##### b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at <http://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
  - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170



August 15<sup>th</sup>, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of First Amendment to the Willamette Falls Legacy Project Rediscover the Falls Grant Agreement by Metro, City of Oregon City, Clackamas County, and Rediscover the Falls**

<b>Purpose/Outcomes</b>	Extend the duration of the grant agreement through 11/8/2019, and make necessary amendments to permit continuation of tours of the Blue Heron Paper Mill site in Oregon City. No additional financial support or commitment is contemplated.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	The amendment extends the agreement through 11/8/2019.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Grow a vibrant economy</li> <li>• Honor, utilize, promote and invest in our natural resources</li> </ul>
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• 7/17/2017, approval of an Amendment and Restatement of Interim Agreement between Metro, City of Oregon City and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”).</li> <li>• 11/1/2018, approval of a Grant Agreement between Metro, City of Oregon City and Rediscover the Falls, an Oregon nonprofit public benefit corporation (“RTF”).</li> </ul>
<b>Counsel Review</b>	This amendment was reviewed and approved as to form by County Counsel on July 24, 2019.
<b>Contact Person</b>	Laura Zentner, <i>BCS Director</i> , 503-742-4351 Greg Williams, <i>BCS Deputy Director</i> , 503-742-4399 Jon Legarza, <i>Interim Economic Development Mgr.</i> , 503-742-4366

**BACKGROUND:**

Rediscover the Falls (“RTF”) is a registered 501(c)(3) nonprofit organization established in 2015 to be the friend-building and private fundraising arm of the Willamette Falls Legacy Project (“WFLP”).

RTF is managed by a full-time Executive Director, employs a full-time Development Director, and receives administrative support through a business services agreement with the Downtown Oregon City Association. RTF is governed by a volunteer Board of Directors comprised of business and industry professionals, labor and civic leaders, professional fundraisers, environmental conservationists, engaged citizens, and others.

RTF’s initial funding was provided through an agreement with Metro, City of Oregon City, and Clackamas County (the “Public Partners”); in FY 17/18 and FY 18/19, the Public Partners

provided \$150,000 to RTF, with Clackamas County Business and Community Services contributing \$50,000.

The proposed amendments to the original grant agreement will 1) extend the duration of the agreement through 11/8/2019, and 2) delete the bulk of the original agreement (sections 2 through 7) while retaining language permitting tours of the Blue Heron Paper Mill site in Oregon City. No additional financial support is contemplated by or included in these amendments.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the First Amendment to the Willamette Falls Legacy Project Rediscover the Falls Grant Agreement and authorize Gary Schmidt, County Administrator, to sign the amendment.

**ATTACHMENTS:**

First Amendment to Grant Agreement (June 30<sup>th</sup>, 2019)

Respectfully submitted,

Laura Zentner, CPA  
Director, Business & Community Services



## FIRST AMENDMENT TO GRANT AGREEMENT

DATED: June 30, 2019

BETWEEN: Willamette Falls Trust, an Oregon nonprofit corporation (“WFT”)

AND: Metro, an Oregon municipal corporation (“Metro”)

AND: The City of Oregon City, an Oregon municipal corporation (“Oregon City”)

AND: Clackamas County, an Oregon municipal corporation (the “County”)

### Recitals:

A. WFT, as successor-in-interest to Rediscover the Falls, and Metro, Oregon City, and the County (collectively, the “Public Partners”) are parties to a Grant Agreement dated July 1, 2018 (the “Agreement”).

B. The Agreement expires on June 30, 2019, and the parties desire to extend the term to keep in effect certain provisions of the Agreement.

C. Capitalized terms used in this First Amendment to Grant Agreement (“Amendment”) have the meanings given to them in the Agreement, except as expressly modified by this Amendment.

### Agreements:

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth in this Amendment, the sufficiency of which is acknowledged, the parties agree as follows:


1. Extension of Term. The Term of the Agreement as identified in Section 1 of the Agreement is extended to and through November 8, 2019.
2. Amendment. Sections 2 through 7 of the Agreement are deleted and of no further force and effect.
3. Counterparts; Delivery. This Amendment may be executed in counterparts. Delivery of this executed Amendment by facsimile or e-mail is sufficient to form a binding agreement.
4. Effect of Amendment. The Agreement is modified only in the specific respects set forth in this Amendment. Except as expressly modified, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**METRO**

By:   
Andrew Scott, Interim COO

**WILLAMETTE FALLS TRUST**

By:   
Andrew Mason, Executive Director

**OREGON CITY**

By: \_\_\_\_\_  
Anthony J. Konkol, III, City Manager

**CLACKAMAS COUNTY**

By: \_\_\_\_\_  
Gary Schmidt, County Administrator



August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Infrastructure and Additional Shared Cost Funding Agreement with the  
Clackamas Workforce Partnership (CWP) for FY 2019/2020

<b>Purpose/Outcomes</b>	Approval of an Infrastructure and Additional Shared Cost Funding Agreement as required under the federal Workforce Innovation Opportunity Act (WIOA)
<b>Dollar Amount and Fiscal Impact</b>	Refer to Exhibit A (Infrastructure Cost Budget), and Exhibit B (Infrastructure Cost Allocation)
<b>Funding Source</b>	N/A
<b>Duration</b>	July 1, 2019 – June 30, 2020
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Build a strong infrastructure</li> <li>• Grow a vibrant economy</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Previous Board Action</b>	7/19/2018 – Approval of an Infrastructure and Additional Shared Cost Funding Agreement with the Clackamas Workforce Partnership (CWP) for FY 2018/2019
<b>Counsel Review</b>	This Infrastructure and Additional Shared Cost Funding Agreement has been reviewed and approved by County Counsel on <u>7/18/19</u>
<b>Contact Person</b>	Cindy Moore, <i>BCS Economic Development Coordinator</i> , 503-742-4328

**BACKGROUND:**

The federal Workforce Innovation Opportunity Act (WIOA) requires that American Job Centers (called "WorkSource Clackamas" in our county) delineate allocation and payment processes for both infrastructure and other shared costs for our mandated partners.

The attached "Infrastructure and Additional Cost Sharing Funding Agreement" (IFA) meets this requirement. The agreement is renewed annually; the Board approved the the agreement for FY 2018/2019 on July 19, 2018.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve the Infrastructure and Additional Shared Cost Funding Agreement.

**ATTACHMENTS:**

- A. Infrastructure and Additional Shared Cost Funding Agreement (includes exhibits A-D)

Respectfully Submitted,

Laura Zentner  
Director, Business & Community Services

## INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2019 (the “**Effective Date**”), is entered into by and among Clackamas Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Clackamas County (the “**Local Area**”), the sitting chair of the Clackamas County Board of Commissioners, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

### RECITALS

**A.** The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

**B.** Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

**C.** If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

**D.** The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

**NOW THEREFORE**, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1**

#### **BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS**

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2019 (July 1, 2019, to June 30, 2020) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

**1.3.1 Infrastructure Cost Contributions.** No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

**1.3.2 Payment of Infrastructure Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**1.3.3 Cost Overruns.** If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget)

overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to the Infrastructure Cost Budget allocation of each Local One-Stop Partner.

## **ARTICLE 2**

### **BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS**

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2019 (July 1, 2019, to June 30, 2020) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

#### Section 2.3 **Additional Shared Cost Payment.**

2.3.1 **Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed,

if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

**2.3.2 Payment of Additional Shared Costs.** No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 30 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

**2.3.3 Cost Overruns.** If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or "true up" amounts actually received or paid with the adjusted budget. The Parties intend to limit the



total amount of any additional shared cost adjustments for a year to no more than a ten percent (10%) increase to the Additional Shared Cost Budget allocation of each Local One-Stop Partner.

### **ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS**

If a Party is an agency of the State of Oregon, then such Party's payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party's payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local workforce development board that is subject to debt limitations imposed, or expenditures or funding authorized, by law, because of its unique relationship with local governments, then such Party's obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

### **ARTICLE 4 TERM AND TERMINATION**

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party's exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3 **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

### **ARTICLE 5**

## EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

## ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 **Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

Section 6.7 **Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

Section 6.10 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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Seth Lyon, District Manager  
For Department of Human Services – Self-Sufficiency  
seth.lyon@dhsosha.state.or.us

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Doug Franklin, MS CRC, VR Clackamas Branch Manager  
For Department of Human Services – Vocational Rehabilitation  
douglas.r.franklin@dhsosha.state.or.us

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David Cheveallier, President/CEO  
For Easter Seals Oregon  
dcheveallier@or.easterseals.com

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Tom Riel, Designated Procurement Officer  
For Higher Education Coordinating Commission  
Tom.e.riel@state.or.us

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Kay Erickson, Director  
For Oregon Employment Department  
Kay.erickson@oregon.gov

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Bridget Dazey, Executive Director,  
For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board  
Bridget.dazey@clackamasworkforce.org

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Jim Bernard, Chair  
For the Clackamas County Board of County Commissioners  
jbernard@clackamas.or.us

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Jill Smith, Director  
For the Housing Authority of Clackamas County  
jsmith6@clackamas.us

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Jada Rupley, Superintendent  
For Clackamas Education Service District  
[jrupley@clackesd.k12.or.us](mailto:jrupley@clackesd.k12.or.us)

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Dacia Johnson, Executive Director  
For Oregon Commission for the Blind  
[dacia.johnson@state.or.us](mailto:dacia.johnson@state.or.us)

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Michelle Zagumny, Acting Center Director  
For Job Corps  
[mzagumny@fs.fed.us](mailto:mzagumny@fs.fed.us)

**EXHIBIT A  
INFRASTRUCTURE COST BUDGET**

On or about July 1, 2019 we will have an MOU/IFA in place covering co-located and non-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) other arrangements. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, *co-located partner agreements* are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Oregon Employment Dept	Clackamas Workforce Partnership	\$5277.60	X				
P	Oregon Employment Dept	Clackamas Workforce Partnership	\$4143.60	X				
L	Oregon Employment Dept	Easterseals	\$922.08	X				
P	Oregon Employment Dept	Easterseals	\$2392.80	X				

The infrastructure costs for *non-located workforce partners (NCWPs)* were calculated through the following process:

1. Designation of a cubicle in WorkSource Clackamas as the technology nexus for NCWPs; and
2. Costing out of the cubicle - phone, equipment, network access, supplies, and square footage (see breakdown of costs below)

**NCWP Technology Nexus Cubicle Cost Breakdown**

	Cost Per	#	Monthly Total	Annual Total
Phone	27.00	1.00	27.00	324.00
Equipment	43.00	1.00	43.00	516.00
Network access (Both Printer and Computer)	8.10	2.00	16.20	194.40
Supplies	37.00	1.00	37.00	444.00
Square Footage	0.39	96.00	37.44	449.28
<b>TOTALS</b>			<b>160.64</b>	<b>1927.68</b>

**EXHIBIT B  
INFRASTRUCTURE COST ALLOCATION**

Infrastructure cost allocation is provided through the documents identified in Exhibit A for *co-located workforce partners*.

Infrastructure cost allocation for *non-colocated workforce partners (NCWPs)* is based on the number of WIOA NCWPs participating in this Infrastructure Shared Cost Funding Agreement. The allocation is calculated through the division of the cost of the Technology Nexus cubicle evenly between the NCWPs. For the year beginning July 1, 2019, there are seven (7) NCWPs with costs broken down as follows:

**Cost Allocation Per Non-colocated Workforce Partner**

NCWP	Monthly Total	Annual Total
Department of Human Services - Vocational Rehabilitation	22.95	275.38
Clackamas Education Service District	22.95	275.38
Oregon Commission for the Blind	22.95	275.38
Higher Education Coordinating Commission	22.95	275.38
Job Corps	22.95	275.38
Department of Human Services - Self-Sufficiency Programs	22.95	275.39
Housing Authority of Clackamas County	22.95	275.39
<b>TOTALS</b>	<b>160.65</b>	<b>1927.68</b>

**EXHIBIT C**  
**ADDITIONAL SHARED COST BUDGET**

Not applicable for the year beginning July 1, 2019.



**EXHIBIT D**  
**ADDITIONAL SHARED COST ALLOCATION**

Not applicable for the year beginning July 1, 2019.



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

Members of the Board:

Approval of a Public Improvement Contract between the  
North Clackamas Parks and Recreation District and T.F.T. Construction, Inc. for the  
North Clackamas Aquatic Park Parking Lot Paving Project

<b>Purpose/Outcomes</b>	This contract will repair and pave the North Clackamas Aquatic Park parking lot.
<b>Dollar Amount and Fiscal Impact</b>	Contract amount is not to exceed \$205,565.00
<b>Funding Source</b>	481-5440-00-482300-82327 Aquatic Park Funding
<b>Duration</b>	Through September 27, 2019
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build a Strong Infrastructure</li> <li>• To enrich community and vitality and promote healthy living through parks and recreation.</li> </ul>
<b>Counsel Approval</b>	August 5, 2019
<b>Contact Person</b>	Kevin Cayson, 503-794-8030

**BACKGROUND:**

Work will consist of paving the North Clackamas Aquatic Park ("NCAP") main road, the NCAP main parking lot, and seal coat & stripe the northeast section of the parking lot.

Work includes the grinding of all transitions, tack, crack fill, pave and compact a finish thickness of new 2" modified C hot asphalt. Restripe all asphalt markings to match existing layout. The current Parking Lot was installed in 1994 and is beyond its useful life. Repaving a 2" lift will prolong replacement for 8 to 10 more years of use.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on June 17, 2019. Bids were opened on July 11, 2019. The county received one (1) Bid: T.F.T. Construction, Inc., \$205,565.00. After review of the bid, T.F.T. Construction, Inc. was below the project estimate of \$210,000.00 and was determined to be the lowest responsive bidder. The total contract amount is not to exceed \$205,565.00.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners, acting as the governing body of the North Clackamas Parks and Recreation District, approve and execute the Contract between North Clackamas Parks and Recreation District and T.F.T. Construction, Inc. for the North Clackamas Aquatic Park Parking Lot Paving Project.

Respectfully submitted,

Laura Zentner,  
BCS Director



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon, hereinafter called "Owner," and **T.F.T. Construction, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2019-49 North Clackamas Aquatic Park Parking Lot Paving Project**

### 1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two hundred five thousand five hundred sixty-five dollars (\$205,565.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

### 2. Representatives.

Contractor has named Erik Olsen as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Kevin Cayson as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

### 3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Tom Fischer shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Erik Olsen shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Jim Andersen shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** Erik Olsen shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Specific Date or Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 27, 2019

FINAL COMPLETION DATE: 45 days from NTP

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and North Clackamas Parks and Recreation District as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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 Contract.

## **8. Required Terms.**

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

## **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
  - 11.1.1. \$500.00 per Calendar day past the Substantial Completion date.

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**T.F.T. Construction, Inc.**  
**53990 West Lane Road**  
**Scappoose, Oregon 97056**

Contractor CCB # 104648    Expiration Date: 08/10/2020  
Oregon Business Registry # 761052-88    Entity Type: DBC                      State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

T.F.T. Construction, Inc.

North Clackamas Parks and Recreation District

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title Printed

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

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 15, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Board Order Certifying the 2019-2020 Assessment Roll for  
Clackamas County Service District No. 5**

<b>Purpose/Outcomes</b>	Approval of this Board Order will certify the FY 2019-2020 Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	\$2,250,714.92
<b>Funding Source</b>	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
<b>Duration</b>	Annual Assessment
<b>Previous Board Contact</b>	Budget Adoption Meeting June 27, 2019
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 08/07/19
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

**BACKGROUND:**

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,250,714.92 on the 2019-2020 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD No.5



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Certifying an  
Assessment Roll for Property  
Assessed for Street Light Service in  
Clackamas County Service District  
No. 5 for Fiscal Year 2019-2020



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2018-64, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5.

**NOW THEREFORE, the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 orders as follows:**

1. The benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll;
  
2. The Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$2,250,714.92 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2019-2020 fiscal year. The following allocation and categorization, subject to the limits of section 11b. Article XI of the Oregon Constitution, make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
CCSD#5 Street Lighting Fund	\$2,250,714.92	\$ 0.00
Total	\$2,250,714.92	\$ 0.00

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Certifying an  
Assessment Roll for Property  
Assessed for Street Light Service in  
Clackamas County Service District  
No. 5 for Fiscal Year 2019-2020



Board Order No. \_\_\_\_\_

*Page 2 of 2*

3. The assessments collected in the amount of \$2,250,714.92 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

DATED this \_\_\_\_\_ day of August, 2019

CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

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