



September 5, 2024

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of Amendment #1 to an Intergovernmental Grant Agreement with the Oregon Department of Human Services for transportation services and equipment. Amendment adds 1 year, grant value remains \$25,000 over 2 years. Funding is through the State of Oregon. No County General Funds involved.

Previous Board Action/Review	March 2023, Transportation Grant 177985 approved by Board of Directors Briefed at Issues - September 4, 2024		
Performance Clackamas	1. This funding aligns with the strategic priority of ensuring safe, healthy, and secure communities by addressing the older adult transportation needs in the community.		
Counsel Review	8/27/2024, JM	Procurement Review	No
Contact Person	Marty Hanley	Contact Phone	503-794-8058

EXECUTIVE SUMMARY: North Clackamas Parks and Recreation District (NCPRD) requests approval of Amendment 01 of original Grant 177985 to extend the expiration date to March 31, 2025, to allow for the use of remaining grant funds. Grant 177985 was awarded and executed in FY 23-24 to purchase and install security cameras at the Milwaukie Community Center. The remaining \$4,989.71 of the grant would be applied toward purchasing an electric van. NCPRD plans to utilize this van to transport supplies for recreation events and sports programming and to provide older adult transportation. Staff may also use the van when transporting supplies between work locations and visiting social service clients. This utility vehicle will be beneficial to NCPRD and the community it serves. This grant amendment will save NCPRD \$4,989.71 on a budgeted van purchase this fiscal year.

RECOMMENDATION: Staff recommends the board approve amendment 01 of Grant agreement 177985.

ATTACHMENTS:

NCPRD Grant 177985
State of Oregon Department of Human Services Grant 177985 Amendment 01.

Respectfully submitted,

Kia Selley, Director
North Clackamas Parks and Recreation District

For Filing Use Only



Grant Agreement Number 177985

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

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **01** to Grant Agreement Number **177985** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Clackamas County
Acting by and through its
North Clackamas Parks and Recreation District
2051 Kaen Road
Oregon City, 97045
Attention: Marty Hanley
Telephone: 503.794.8058
E-mail address: martyh@ncprd.com**

hereinafter referred to as “**Recipient.**”

1. This amendment shall become effective on the date it is signed by the Oregon Department of Human Services, provided it is (i) when required, approved in writing by the Oregon Department of Justice and the Oregon Department of Administrative Services, and (ii) is signed by all other parties, regardless of the date of the other parties’ signatures.
2. The Agreement is hereby amended as follows:
 - a. Section 1, “Effective Date and Duration” to read as follows: language to be deleted is ~~struck through~~; new language is **effective on the last date all required signatures in Section 6 below have been obtained. Recipient’s performance of the program described in Exhibit A, Part 1, “Program Description” may start on September 30, 2022, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be**

reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, “Disbursement and Financial Reporting”. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on March 31, ~~2025~~ 2024. Agreement termination shall not extinguish or prejudice ODHS’ right to enforce this Agreement with respect to any default by Recipient that has not been cured.

- b. Exhibit A, Part 2, “Disbursement and Financial Reporting”, Section 2. “Financial Reporting”, subsection d. to read as follows: language to be deleted is ~~struck through~~; new language is **underlined and bold**:

2. Financial Reporting

d. Recipient shall submit the Final Summary Report to ODHS as soon as possible the completion of the Activities listed and no later than December 31, ~~2023~~ **2024**.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
- a. Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- b. The information shown in Section 5.a. “Recipient Information” of the original Agreement, as amended is Recipient’s true, accurate and correct information;
- c. To the best of the undersigned’s knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- d. Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- e. Recipient is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- f. Recipient is not subject to backup withholding because:

- (1) Recipient is exempt from backup withholding;
 - (2) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- g.** Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.


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

5. Signatures.

**Clackamas County acting by and through its
North Clackamas Parks and Recreation District
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

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

	_____
Authorized Signature	RODNEY SCHROEDER
CSSU Manager	Printed Name
_____	3/30/2024
Title	Date

Approved for Legal Sufficiency:

Not required per OAR 137-045-0030(1)(a)	_____
Oregon Department of Justice	Date