

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with Todos Juntos
for youth marijuana and substance prevention in Rural Clackamas County

| | |
|--|---|
| Purpose/Outcome | Todos Juntos will continue to provide youth marijuana and substance abuse prevention Rural Clackamas County to middle and high school students. Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community. |
| Dollar Amount and Fiscal Impact | Amendment #2 adds \$60,000 for a maximum value of \$180,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement. |
| Funding Source | Marijuana Tax Revenue |
| Duration | July 1, 2020 through June 30, 2021 |
| Previous Board Action/Review | 122018-A4 |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities |
| Counsel Review | This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-22-20, KR |
| Procurement Review | Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process |
| Contact Person | Adam Freer, 562-676-7675 |
| Contract No. | CFCC -9096 |

BACKGROUND:

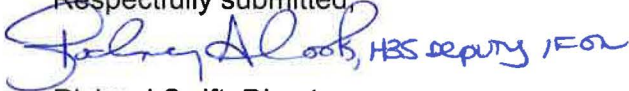
The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Todos Juntos for youth marijuana and substance abuse awareness and prevention programs in Rural Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 80% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$60,000 for a maximum value of \$180,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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

Local Grant Agreement Number: 9096

Board Order Number: 122018-A4

Department/Division: H3S-CFCC

Amendment No. 2

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds additional funds to continue Youth Substance Abuse Prevention services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$60,000 for a revised maximum of \$180,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$120,000 (\$60,000 for Cedar Ridge, Estacada Middle Schools, and \$60,000 for Molalla River, Baker Prairie Middle Schools)**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$180,000 (\$90,000 for Cedar Ridge, Estacada Middle Schools, and \$90,000 for Molalla River, Baker Prairie Middle Schools)**.

REPLACE:

Exhibit B: Todos Juntos – YSAP Budgets

WITH:

| EXHIBIT B: RECIPIENT BUDGET | | | | |
|--|--|---|---|---------------------|
| Organization: | Todos Juntos | | | |
| Program Name: | Youth Substance Abuse Prevention - Molalla Canby | | | |
| Program Contact: | Eric Johnston | Contract number: | 9096- Amend 2 | |
| Agreement Term: | Dec 1 '18 - Jun 30 '21 | | | |
| Approved Award Budget Categories | Approved Budget 12/1/18-6/30/19 | Approved Budget 7/1/19-6/30/20 | Approved Budget 7/1/20-6/30/21 | Total Budget |
| Personnel Services | | | | |
| Canby Supervision .05 fte | \$ 2,000.00 | \$ 2,000.00 | | \$ 4,000.00 |
| Fringe @ .117% | \$ 234.00 | \$ 220.00 | | \$ 454.00 |
| Molalla Supervision .05 fte | \$ 2,000.00 | \$ 2,000.00 | | \$ 4,000.00 |
| Fringe @ .117% | \$ 234.00 | \$ 220.00 | | \$ 454.00 |
| Canby Activity Coordinator .35 fte | \$ 9,000.00 | \$ 9,000.00 | | \$ 18,000.00 |
| Canby Fringe @.117% | \$ 1,053.00 | \$ 990.00 | | \$ 2,043.00 |
| Molalla Activity Coordinator .35 fte | \$ 9,000.00 | \$ 9,000.00 | | \$ 18,000.00 |
| Molalla Fringe @ .117% | \$ 1,053.00 | \$ 990.00 | | \$ 2,043.00 |
| Molalla Support Staff .50 fte for 30 weeks | | | \$ 5,000.00 | \$ 5,000.00 |
| Canby Support Staff .50 fte for 30 weeks | | | \$ 5,000.00 | \$ 5,000.00 |
| 20-21 tax @ 11% | | | \$ 1,320.00 | \$ 1,320.00 |
| | | | | |
| Total Personnel Services | \$ 24,574.00 | \$ 24,420.00 | \$ 11,320.00 | \$ 60,314.00 |
| Administration | | | | |
| Program/Supervision oversight | \$ 2,700.00 | \$ 2,700.00 | \$ 2,000.00 | \$ 7,400.00 |
| Payroll/Consultants/bookkeeping | | | \$ 2,000.00 | \$ 2,000.00 |
| Program - Materials & Supplies | | | | |
| Materials & Supplies | | | \$ 14,000.00 | \$ 14,000.00 |
| Canby - activity materials | \$ 800.00 | \$ 800.00 | | \$ 1,600.00 |
| Molalla - activity materials | \$ 800.00 | \$ 800.00 | | \$ 1,600.00 |
| Insurance | | | \$ 680.00 | \$ 680.00 |
| Canby - mileage | \$ 400.00 | \$ 500.00 | | \$ 900.00 |
| Molalla - mileage | \$ 400.00 | \$ 500.00 | | \$ 900.00 |
| Additional (please specify) | | | | \$ - |
| | | | | |
| Training/Conference | \$ 326.00 | \$ 280.00 | \$ - | \$ 606.00 |
| Total Programmatic Costs | \$ 5,426.00 | \$ 5,580.00 | \$ 18,680.00 | \$ 29,686.00 |
| Total Approved Budget | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$90,000.00 |

| EXHIBIT B: RECIPIENT BUDGET | | | | |
|--|--|---|--|---------------------|
| Organization: Todos Juntos | | | | |
| Program Name: Youth Substance Abuse Prevention - Sandy Estacada | | | | |
| Program Contact: Eric Johnston | | | Contract number: 9096- Amend 2 | |
| Agreement Term: Dec 1 '18 - Jun 30 '21 | | | | |
| Approved Award Budget Categories | Approved Budget 12/1/18-6/30/19 | Approved Budget 7/1/19-6/30/20 | Approved Budget 7/1/20 -6/30/21 | Total Budget |
| Personnel Services | | | | |
| Sandy Supervision .05 fte | \$ 2,000.00 | \$ 2,000.00 | | \$ 4,000.00 |
| Fringe @ .117% | \$ 234.00 | \$ 220.00 | | \$ 454.00 |
| Estacada Supervision .05 fte | \$ 2,000.00 | \$ 2,000.00 | | \$ 4,000.00 |
| Fringe @ .117% | \$ 234.00 | \$ 220.00 | | \$ 454.00 |
| Sandy Activity Coordinator .35 fte | \$ 9,000.00 | \$ 9,000.00 | | \$ 18,000.00 |
| Estacada Fringe @.117% | \$ 1,053.00 | \$ 990.00 | | \$ 2,043.00 |
| Sandy Activity Coordinator .35 fte | \$ 9,000.00 | \$ 9,000.00 | | \$ 18,000.00 |
| Estacada Fringe @ .117% | \$ 1,053.00 | \$ 990.00 | | \$ 2,043.00 |
| Sandy Support Staff .50 fte for 30 weeks | | | \$ 5,000.00 | \$ 5,000.00 |
| Estacada Support Staff .50 fte for 30 weeks | | | \$ 5,000.00 | \$ 5,000.00 |
| 20-21 tax @ 11% | | | \$ 1,320.00 | \$ 1,320.00 |
| | | | | |
| Total Personnel Services | \$ 24,574.00 | \$ 24,420.00 | \$ 11,320.00 | \$ 60,314.00 |
| Administration | | | | |
| Program/Supervision oversight | \$ 2,700.00 | \$ 2,700.00 | \$ 2,000.00 | \$ 7,400.00 |
| Payroll/Consultants/bookkeeping | | | \$ 2,000.00 | \$ 2,000.00 |
| | | | | |
| Program - Materials & Supplies | | | | |
| | | | | |
| Materials & Supplies | | | \$ 14,000.00 | \$ 14,000.00 |
| Sandy - activity materials | \$ 800.00 | \$ 800.00 | | \$ 1,600.00 |
| Estacada - activity materials | \$ 800.00 | \$ 800.00 | | \$ 1,600.00 |
| Insurance | | | \$ 680.00 | \$ 680.00 |
| Sandy - mileage | \$ 400.00 | \$ 500.00 | | \$ 900.00 |
| Estacada - mileage | \$ 400.00 | \$ 500.00 | | \$ 900.00 |
| | | | | |
| | | | | |
| Additional (please specify) | | | | \$ - |
| Training/Conference | \$ 326.00 | \$ 280.00 | \$ - | \$ 606.00 |
| Total Programmatic Costs | \$ 5,426.00 | \$ 5,580.00 | \$ 18,680.00 | \$ 29,686.00 |
| Total Approved Budget | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$90,000.00 |

ADD:

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Todos Juntos
Activity: Youth Substance Abuse Prevention – Molalla/Canby
Contract Period: July 1, 2020 – June 30, 2021

| Virtual Activities/Outputs: <i>Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i> | Intermediate Outcomes/Measurement Tool | Number Reporting is still Required During COVID Period | July-Sept | Oct-Dec | Jan-March | Apr-June | Yearly Total |
|---|--|--|------------------|----------------|------------------|-----------------|---------------------|
| By June 30, 2021, provide homework club activities for a minimum of 35 students for 30 weeks during the school year. | Students will receive homework help to promote academic achievement through constructive activities during high-risk hours. | # students participating | | | | | |
| | Reported as the number of high-risk after school hours youth were engaged in pro-social activities | # of sessions held during the quarter | | | | | |
| By June 30, 2021, provide STEM type activities such as Robotics. Programs for a minimum of 15 students for 30 weeks during the school year. | Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and <u>self-report</u> . | # students participating | | | | | |
| | Reported as the number of high-risk after school hours youth were engaged in pro-social STEM activities | # of sessions held during the quarter | | | | | |
| By June 30, 2021 a minimum of 37 students will be engaged in leadership and life-skill type activities to include Photography, Art, Diversity Club, Service to Careers, Boy's Council and Girls Circle and others for 30 weeks during the school year. | 80% of participants will report increased knowledge, skill and ability to resist drugs/alcohol use. | # students participating in Girl's Circle | | | | | |
| | | # of Girl's Circle participants reporting increased knowledge, skill, ability to resist D&A | | | | | |
| | # students participating in Boy's Council | | | | | | |
| | # of Boy's Council participants reporting increased knowledge, skill, ability to resist D&A | | | | | | |
| | # of students participating in Life Skills Activities | | | | | | |
| | # of Girl's Circle sessions during the quarter | | | | | | |
| | # Boy's Council sessions during the quarter | | | | | | |
| # Life Skills Activities per quarter | | | | | | | |

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Todos Juntos
Activity: Youth Substance Abuse Prevention – Estacada/Sandy
Contract Period: July 1, 2020 – June 30, 2021

| Virtual Activities/Outputs: <i>Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i> | Intermediate Outcomes/Measurement Tool | <i>Number Reporting is still Required During COVID Period</i> | July-Sept | Oct-Dec | Jan-March | Apr-June | Yearly Total |
|--|---|--|-----------|---------|-----------|----------|--------------|
| By June 30, 2021, provide homework club activities for a minimum of 35 students for 30 weeks during the school year. | Students will receive homework help to promote academic achievement through constructive activities during high-risk hours. Reported as the number of high-risk after school hours youth were engaged in pro-social activities | # students participating | | | | | |
| | | # of sessions held during the quarter | | | | | |
| By June 30, 2021, provide STEM type activities such as Robotics. Programs for a minimum of 15 students for 30 weeks during the school year. | Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and <u>self-report</u> . Reported as the number of high-risk after school hours youth were engaged in pro-social STEM activities | # students participating | | | | | |
| | | # of sessions held during the quarter | | | | | |
| By June 30, 2021, a minimum of 37 students will be engaged in leadership and life-skill type activities to include Photography, Art, Diversity Club, Service to Careers, Boy's Council and Girls Circle and others for 30 weeks. | 80% of participants will report increased knowledge, skill and ability to resist drugs/alcohol use. Participants in Boy's Council and Girl's Circle and other life skill type activities will attend as many sessions as possible. | # students participating in Girl's Circle | | | | | |
| | | # of Girl's Circle participants reporting increased knowledge, skill, ability to resist D&A | | | | | |
| | | # students participating in Boy's Council | | | | | |
| | | # of Boy's Council participants reporting increased knowledge, skill, ability to resist D&A | | | | | |
| | | # of students participating in Life Skills Activities | | | | | |
| | | # of Girl's Circle sessions during the quarter | | | | | |
| | | # Boy's Council sessions during the quarter | | | | | |
| # Life Skills Activities per quarter | | | | | | | |

EXHIBIT A-2 PERFORMANCE REPORTING AND WORK PLAN QUARTERLY REPORT

Northwest Family Services must submit a monthly Performance Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 30th day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C-1). Included in the report will be the following metrics.

- a) Number of at-risk youth served
- b) Number and type of activities conducted during the month.

Northwest Family Services must submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • July 1 – September 30, 2020 | due October 15, 2020 |
| • October 1 – December 31, 2020 | due January 15, 2021 |
| • January 1 – March 31, 2021 | due April 15, 2021 |
| • April 1 – June 30, 2021 | due July 15, 2021 |

The Final Performance Report should be submitted no later than July 15, 2021

In addition to the Quarterly Performance Reports, Todos Juntos must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. Todos Juntos must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

ADD:

Exhibit C-1: Todos Juntos – YSAP Request for Reimbursement (2)

| Exhibit C-1 REQUEST FOR REIMBURSEMENT | | | | |
|---|--|-------------------------|-------------------------|----------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • 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). | | | | |
| Program: Youth Substance Abuse Prevention - Mollala-Canby | | | | |
| Organization: | Todoa Juntos | Contract #: | 9096-A2 | |
| Address: | PO Box 645 | Reporting Period: | | |
| | Canby, OR 97013 | | | |
| Contact Person: | Eric Johnston | | | |
| Phone Number: | 503-544-1513 | | | |
| E-mail: | etodosjuntos2@gmail.com | | | |
| Budget Category | Approved Budget 7/1/20-6/30/21 | Current Draw Request | Previously Requested | Balance Remaining |
| <u>Personnel & Fringe</u> | | | | |
| Molalla Support Staff .5fte for 30 weeks | \$5,000.00 | | | \$ 5,000.00 |
| Canby Support Staff .5fte for 30 weeks | \$5,000.00 | | | \$ 5,000.00 |
| Tax @ .11% | \$1,320.00 | | | \$ 1,320.00 |
| | | | | |
| Total Personnel | \$ 11,320.00 | \$ - | \$ - | \$ 11,320.00 |
| <u>Administration</u> | | | | |
| Program Supervision & Oversight | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| Payroll/Consultants/Bookkeeping | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| <u>Program - Materials & Supplies</u> | | | | |
| Materials & Supplies | \$ 14,000.00 | \$ - | \$ - | \$ 14,000.00 |
| Insurance | \$ 680.00 | \$ - | \$ - | \$ 680.00 |
| Mileage | \$ - | \$ - | \$ - | \$ - |
| | | | | |
| | | | | |
| <u>Additional</u> | | | | |
| Training/Conferences | \$ - | \$ - | \$ - | \$ - |
| Total Program | \$ 18,680.00 | \$ - | \$ - | \$ 18,680.00 |
| Total Grant Costs | \$ 30,000.00 | \$ - | \$ - | \$ 30,000.00 |
| 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.

| Exhibit C-1 REQUEST FOR REIMBURSEMENT | | | | |
|---|-----------------------------------|-------------------------|-------------------------|----------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: | | | | |
| <ul style="list-style-type: none"> • 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 (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). | | | | |
| Program: Youth Substance Abuse Prevention - Sandy Estacada | | | | |
| Organization: Todoa Juntos | | Contract#: 9096-A2 | | |
| Address: PO Box 645 Canby, OR 97013 | | Reporting Period: | | |
| Contact Person: Eric Johnston | | | | |
| Phone Number: 503-544-1513 | | | | |
| E-mail: etodosjuntos2@gmail.com | | | | |
| Budget Category | Approved Budget 7/1/20-6/30/21 | Current Draw Request | Previously Requested | Balance Remaining |
| <u>Personnel & Fringe</u> | | | | |
| Sandy Support Staff .5fte for 30 weeks | \$5,000.00 | | | \$ 5,000.00 |
| Estacada Support Staff .5fte for 30 weeks | \$5,000.00 | | | \$ 5,000.00 |
| Tax @.11% | \$1,320.00 | | | \$ 1,320.00 |
| | | | | |
| Total Personnel | \$ 11,320.00 | \$ - | \$ - | \$ 11,320.00 |
| <u>Administration</u> | | | | |
| Program Supervision & Oversight | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| Payroll/Consultants/Bookkeeping | \$ 2,000.00 | \$ - | \$ - | \$ 2,000.00 |
| <u>Program - Materials & Supplies</u> | | | | |
| Materials & Supplies | \$ 14,000.00 | \$ - | \$ - | \$ 14,000.00 |
| Insurance | \$ 680.00 | \$ - | \$ - | \$ 680.00 |
| Mileage | \$ - | \$ - | \$ - | \$ - |
| | | | | |
| | | | | |
| <u>Additional</u> | | | | |
| Training/Conferences | \$ - | \$ - | \$ - | \$ - |
| Total Program | \$ 18,680.00 | \$ - | \$ - | \$ 18,680.00 |
| Total Grant Costs | \$ 30,000.00 | \$ - | \$ - | \$ 30,000.00 |
| 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. | | | | |

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide
Evidence-based Parenting Education Classes in Rural Clackamas County

| | |
|--|--|
| Purpose/Outcome | Todos Juntos will provide English and Spanish evidence-based parent education classes to parents of children living in the rural areas of Molalla, Canby, Sandy and Estacada in Clackamas County. Classes may be conducted in person or virtually to best meet the health and safety needs of the community. |
| Dollar Amount and Fiscal Impact | Agreement has a maximum value of \$33,756. No Impact to County and no match required. |
| Funding Source | Oregon Community Foundation (\$23,755) Oregon State University for its College of Public Health (\$10,001) |
| Duration | August 1, 2020 to June 30, 2021 |
| Previous Board Action/Review | n/a |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities |
| Counsel Review | This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/21/20, KR |
| Procurement Review | Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process |
| Contact Person | Adam Freer, 562-676-7675 |
| Contract No. | CFCC 9813 |

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide high quality, evidence-based parenting education series to parents and caregivers in rural Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$33,556.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, HHS Deputy / For

Richard Swift, Director
Health, Housing & Human Services

| | |
|--|---|
| CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9813 | |
| Program Name: OPEC Parenting Education Program/Project Number: 06162 | |
| This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Todos Juntos</u> (SUBRECIPIENT), an Oregon Non-profit Organization. | |
| COUNTY Data | |
| Grant Accountant: Michael Morasko | Program Manager: Chelsea Hamilton |
| Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us | Children, Family & Community Connections 150 Beaver creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us |
| SUBRECIPIENT Data | |
| Finance/Fiscal Representative: Eric Johnston | Program Representative: Shawna Johnson |
| Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net | Todos Juntos PO Box 645 Canby, OR 97013 503-341-3881 shawnaj@todos-juntos.net |
| FEIN: 93-1308023 | |

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in the rural areas of Sandy, Molalla, Canby, and Estacada in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement and Oregon State University for its College of Public Health and Human Services Grant Agreement, and Clackamas County that are the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$23,755**) and Oregon State University for its College of Public Health and Human Sciences (**\$10,001**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$33,756**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;

- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **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 its services.
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 - 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) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative and Oregon State University for its College of Public Health and Human Sciences.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
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- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such 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, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and

administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

- b) **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.
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General Agreement Provision

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- 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, death, 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 COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage

to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **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.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **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.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director

Signing on behalf of the Board:

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

Dated: 7-23-2020

Dated: _____

Approved as to budget and work plan:


Adam Freer, Director
Children, Family & Community Connections

Dated: July 27, 2020

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

| CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9813 | |
|--|---|
| Program Name: OPEC Parenting Education Program/Project Number: 06162 | |
| This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Todos Juntos</u> (SUBRECIPIENT), an Oregon Non-profit Organization. | |
| COUNTY Data | |
| Grant Accountant: Michael Morasko | Program Manager: Chelsea Hamilton |
| Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us | Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us |
| SUBRECIPIENT Data | |
| Finance/Fiscal Representative: Eric Johnston | Program Representative: Shawna Johnson |
| Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 eitodosjuntos@comcast.net | Todos Juntos PO Box 645 Canby, OR 97013 503-341-3881 shawnaj@todos-juntos.net |
| FEIN: 93-1308023 | |

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in the rural areas of Sandy, Molalla, Canby, and Estacada in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement and Oregon State University for its College of Public Health and Human Services Grant Agreement, and Clackamas County that are the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$23,755**) and Oregon State University for its College of Public Health and Human Sciences (**\$10,001**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$33,756**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 effective before SUBRECIPIENT performs work subject to the amendment.
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- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **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.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **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.

Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **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.
- c) **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.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **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.
- f) **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.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director

Signing on behalf of the Board:

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

Dated: 7-23-2020

Dated: _____

Approved as to budget and work plan:

Adam Freer, Director
Children, Family & Community Connections

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement
with City of Lake Oswego – Lake Oswego Adult Community Center to
Provide Social Services for Clackamas County Residents

| | |
|--|---|
| Purpose/Outcomes | Subrecipient Agreement, Amendment #4 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area. |
| Dollar Amount and Fiscal Impact | The maximum agreement is \$83,229. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc. |
| Funding Source | The Older American Act (OAA), Ride Connection pass-through funds and - no County General Funds are involved. |
| Duration | Effective July 1, 2020 and terminates on June 30, 2021 |
| Previous Board Action | 080819-A1, 060420-A1, 071620-A2 |
| Strategic Plan Alignment | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community. |
| County Counsel | Amendment in a format approved by County Counsel |
| Procurement Review | 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review. |
| Contact Person | Brenda Durbin, Director, Social Services Division 503-655-8641 |
| Contract No. | H3S #9272; Subrecipient #20-007 |

BACKGROUND:

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

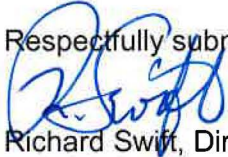
This is a budget adjustment that distributes the OAA program funding and Ride Connection transportation pass through funds for services to be provided during the 2020-21 fiscal year.

This amendment adds \$83,229 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9272

Subrecipient #: 20-007

Board Agenda #: 080819-A1, 060420-A1, 071620-A2

Amendment Number: 4

Division: Social Services

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

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$83,229.

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

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated August 8, 2019 as may be amended (“agreement”);

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

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$143,953**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$121,496** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and COUNTY's funding of **\$10,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.

4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$83,229**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$70,772** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Amend

Lake Oswego Adult Community Center
 Fiscal Year 2019-20

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

Source of OAA Match - Staff time

Total Contract Amount: \$143,953

Federal Award Totals \$121,496

To Read

Lake Oswego Adult Community Center
 Fiscal Year 2020-21

| | OAA III B Funds | OAA III C1 Funds | OAA III C2 Funds | OAA III D Funds | OAA III E Funds | OAA Match | NSIP Funds | Other State Funds | Ride Con Funds | Program Income | NO. OF UNITS | TOTAL COST | REIMBURSE- MENT RATE |
|---------------------------------|--------------------|---------------------|---------------------|--------------------|--------------------|----------------|-----------------|----------------------|-------------------|-------------------|-----------------|---------------|-------------------------|
| Federal Award Numbers | 16AAORT3SS | CARES Acts | CARES Acts | 16AAORT3PH | 16AAORT3FC | N/A | 16AAORNSIP | N/A | N/A | N/A | | | |
| CFDA Number | 93.044 | 93.045 | 93.045 | 93.043 | 93.052 | | 93.053 | | | | | | |
| Service Category | (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) | (13) |
| Case Management | 3,426 | | | | | 381 | | | | | 116 | 3,807 | \$29.45 |
| Reassurance | 2,231 | | | | | 248 | | | | | 76 | 2,479 | \$29.45 |
| Info. & Assistance | 3,922 | | | | | 436 | | | | | 242 | 4,358 | \$16.23 |
| Transportation - OAA III-B | 4,687 | | | | | 521 | | | | 469 | 937 | 5,677 | \$5.00 |
| Evidence-based Programming | | | | 480 | | 0 | | 0 | | | 8.00 | 480 | \$60.00 |
| FCSP Respite | | | | | 5,536 | 1,846 | | | | | 147 | 7,382 | \$37.65 |
| Trans - Ride Con In Dist | | | | | | 0 | | | 12,457 | 755 | 1,510 | 13,212 | \$8.25 |
| OAA Meal Site Mgmt | | 291 | 12,627 | | | 32 | | | | | 5,167 | 12,950 | \$2.51 |
| Site Purchased Meals-Restaurant | | 533 | 3,406 | | | | | | | | 404 | 3,939 | \$9.75 |
| NSIP Meals | | | | | | 0 | 33,633 | | | | 21,000 | 33,633 | \$1.60 |
| TOTALS | \$14,266 | \$824 | \$16,033 | \$480 | \$5,536 | \$3,464 | \$33,633 | \$0 | \$12,457 | \$1,224 | | 87,917 | |

Source of OAA Match - Staff time

Total Contract Amount: \$83,229

Federal Award Totals \$70,772

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with
South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for
Transportation Services to Residents Living in Villebois Community Housing Site

| | |
|--|---|
| Purpose/Outcomes | Provides on-demand transportation services to residents living in Villebois Community Housing site. |
| Dollar Amount and Fiscal Impact | Maximum agreement value is \$71,070.00. |
| Funding Source | No County General Funds are involved. Oregon Health Authority: 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #159159. |
| Duration | Effective July 1, 2020 and terminates June 30, 2021 |
| Previous Board Action | This is a renewal of Agreement #8846. Previous Agreement was reviewed and approved by the Board of County Commissioners on June 28, 2020, Agenda Item 062818-A7. |
| Strategic Plan Alignment | 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities. |
| County Counsel Review | This IGA was reviewed and approved by Counsel July 27, 2020, KR. |
| Procurement Review | Was this item processed through Procurement? No. This item is an Intergovernmental Agreement. |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305 |
| Contract No. | #9719 |

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville, to provide on-demand transportation services to residents living in Villebois Community Housing site located in Wilsonville, Oregon.

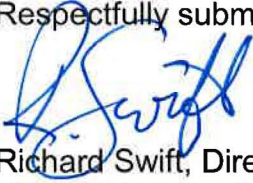
This Agreement is effective July 1, 2020 and terminates June 30, 2021. Maximum compensation is \$71,070.00. County Counsel reviewed and approved this Agreement on July 27, 2020.

Healthy Families. Strong Communities.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY,
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT,
BEHAVIORAL HEALTH DIVISION

AND

SOUTH METRO AREA REGIONAL TRANSIT (SMART),
A DEPARTMENT OF THE CITY OF WILSONVILLE

Agreement #9719

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and **South Metro Area Regional Transit (SMART), a department of the City of Wilsonville** ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

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

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

TERMS

1. **Term.** This Agreement shall be effective July 1, 2020, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **June 30, 2021**, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed **seventy-one thousand seventy dollars (\$71,070.00)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

South Metro Area Regional Transit, a department of the City of Wilsonville

Intergovernmental Agreement (IGA) #9719

Page 2 of 27

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.

E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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

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

8. Insurance. The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide

documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

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

A. **Nancy Benner**, Program Supervisor, or their designee will act as liaison for the County.

Contact Information:

Email: NBenner@clackamas.us Phone: 503-742-5960

Dwight Brashear, Transit Director, or their designee will act as liaison for the Agency.

Contact Information:

Email: brashear@ridesmart.com Phone: 503-682-7790

10. **General Provisions.**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County’s Project Manager.
- F. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. 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.
- H. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

South Metro Area Regional Transit, a department of the City of Wilsonville

Intergovernmental Agreement (IGA) #9719

Page 5 of 27

- L. Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (F), (G), (H), (I), (K), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- S. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement consists of ten (10) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – CMHP Service Element
- Exhibit D - Compensation
- Exhibit E – CMHP Required Provider Contract Provisions




Exhibit F – CMHP Required Federal Terms and Conditions

[Signatures on Following Page]

SIGNATURE PAGE

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

**SOUTH METRO AREA REGIONAL
TRANSIT, A DEPARTMENT OF THE
CITY OF WILSONVILLE**


Authorized Signature Date 7/29/20

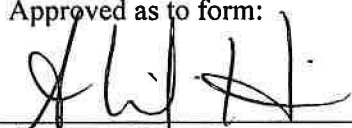
Bryan Cosgrove, City Manager
Name / Title (Printed)


**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to form:

Assistant City Attorney Date 7/28/20

Approved as to form:

County Counsel Date 7/27/2020

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Agreement #9741 a Lease Agreement
between Clackamas County Health Centers Division (CCHCD) and
Quest Center For Integrative Health (Quest Care), for rental of clinical space.

| | |
|--|--|
| Purpose/Outcomes | Provides CCHCD on-site services for patients to utilize alternative healthcare treatments. |
| Dollar Amount and Fiscal Impact | CCHCD receives \$5000 revenue annually. No County General Funds are involved. No matching funds required. |
| Funding Source | Quest Center For Integrative Health |
| Duration | Effective January 1, 2020 and it terminates on December 31, 2023. |
| Previous Board Action | No previous Board action. |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities |
| Counsel Review | County Counsel has reviewed and approved this document. It was approved on June 24, 2020. |
| Contact Person | Deborah Cockrell 503-742-5495 |
| Contract No. | 9741 |

BACKGROUND:


CCHCD of the Health, Housing and Human Services Department requests the approval of Agreement #9741 to a Lease agreement with Quest Care, a nonprofit organization dedicated to integrative healthcare. These on-site services will ensure patients get access to alternative healthcare, such as: message therapy, acupuncture, and other alternative treatments. Quest Care offers a client centered approach through the use of evidence based outpatient strategies.

This is a revenue contract for CCHCD. The total amount of the agreement is \$5000 revenue for each calendar year. No County General Funds are involved. The Agreement is effective January 1, 2020 and will terminate on December 31, 2023.

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy Director / For

Richard Swift, Director
Health, Housing, and Human Services

LEASE AGREEMENT
Quest Center – Annex Building Lease

#9741

This Lease is entered into effective January 1, 2020, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessor," and QUEST CENTER FOR INTEGRATIVE HEALTH, hereinafter called "Lessee.

The parties have agreed as follows:

Section 1. LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises described below to the Lessee to have and to hold from January 1, 2020 through December 31, 2023, unless terminated sooner.

The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

Section 2. CONTACT PERSONS:

Lessee and Lessor will have Contract Administration Persons and Emergency Contacts identified in this agreement for purposes of notification. In the event that Lessor has a change in staff from the persons identified in this agreement a notification will be provided to both county contacts listed below with that update.

Contract Administration Key Persons:

Lessee contact: Janet Brandt, Director of Finance and Administration, 503-238-5203 x326 or janet@quest-center.org

Lessor contact: Sarah Jacobson, Administrative & Financial Services Manager, 503-742-5303 or sjacobson@clackamas.us

Emergency Contacts:

Lessee contact: Janet Brandt, Director of Finance and Administration, 503-238-5203 x326 or janet@quest-center.org

Lessor contact: Clackamas County Facilities Management, 503-557-6416 or facilitiesmanagement@clackamas.us

Section 3. PREMISES:

The premises subject to this Lease are a portion of a building known as the Clackamas County Beaver Creek Health Clinic, located at 112 Beaver Creek Road, Oregon City, Oregon, as described in Exhibit A, attached hereto and incorporated by this reference herein. Lessee's portion of the building consists of approximately 1,538 square feet located on Clackamas County's Red Soils Campus, Assessor's Map T3S, R2E, Section 05C, Tax Lot 00812, as depicted on the map in Exhibit B, attached hereto and incorporated by this reference herein. The total premises subject to this Lease, including the Pharmacy and parking

spaces, is hereinafter referred to as the "Premises." Lessor will secure the leased space whenever there is an absence of staff or outside of operational hours.

Section 4. BASE RENT:

Annual rent for the Premises is five thousand dollars (\$5000). Rent includes utilities (electricity, natural gas, and water/sewer). It does not include costs for the following expenses that may be incurred with respect to the Premises: telephone service, fax line, computer service and data lines, hazardous waste disposal, janitorial services, real property or personal property taxes, all of which are the responsibility of the Lessee.

The lease rate shall be fixed for each calendar year (January 1 – December 31), and be fixed at \$5000 as the annual rate. Lessor shall submit a bi-annual payment of \$2500. The first payment of \$2500 will be submitted in the month of January and last payment of \$2500 will be sent in July of the same calendar year.

The bi-annual rent payment will be sent to the following address:

Clackamas Health Centers
Attn: Accounts Payable
2051 Kaen Road
Oregon City, OR 97045

Rent not paid when due shall, after ten (10) days' written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

Section 5. USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the Premises for operation of an on-site pharmacy. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

5.1. Restrictions on Use. In connection with the use of the Premises, Lessee shall:

5.1.1 Comply with all applicable laws and regulations regarding Lessee's use of the Premises,

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

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

Section 6. POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire Lease term unless the Lease is terminated as provided herein.

Section 7. PROPERTY TAXES:

This Lease is a net lease. Except as expressly provided in this Lease, Lessee will be responsible for paying all costs and expenses relating to the Premises, including any real and personal property taxes, fees, utilities (other than those in Section 4, above), maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Lessee is required to pay, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this Lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of rent.

7.1. Condition of Premises. Lessor makes no representations or warranties, express or implied, as to the condition of the Premises or its fitness for any particular use by Lessee. Lessee takes the Premises as-is. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately.

Section 8. INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at any reasonable time to perform building maintenance, inspect the premises, and examine the condition thereof, so long as Lessor is accompanied by an Oregon State licensed pharmacist. In the event of an emergency, Lessor may enter the Premises so long as Lessor is accompanied by emergency personnel. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has given Lessee written notice of the repairs that are required.

Lessor shall provide Lessee with access to the common areas and Premises twenty (24) hours per day, seven (7) days per week; however, Lessee shall only operate during normal business hours. Lessor shall provide Lessee with a key and/or security card to permit such access. Lessee shall be permitted to install any security system Lessee deems necessary at Lessee's sole cost and expense.

Section 9. ALTERATIONS:

Lessee will make no improvements or alterations on the premises of any kind without first obtaining written consent of Lessor. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. *Alterations* include the installation of computer and telecommunications wiring, cables, and conduit.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of the Lessor upon termination of this Lease.

Section 10. SIGNS:

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the building, nor any thing placed on the exterior of the premises without Lessor's written approval, which shall not be unreasonably withheld. All signs installed by Lessee shall comply with Lessor's standards for signs and all applicable codes and ordinances, and all signs and sign hardware shall be removed upon termination of this Lease, with the sign location restored to its former state unless Lessor elects to retain all or any portion thereof.

Section 11. REPAIRS and MAINTENANCE:

Lessee is responsible for any damage caused to the Premises as a result of Lessee's acts or omissions. All maintenance and repairs on or around the leased premises shall be performed by Lessor, subject to reimbursement by Lessee, and done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessor's Facilities Management will be responsible for all repairs and maintenance issues that arise. It is the Lessee's responsibility to contact Facilities Management at the phone number of 503-557-6416 or via email to: facilitiesmanagement@clackamas.us, once they are aware or made aware of maintenance needs. Lessee shall have no right to an abatement of rent or any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

Notwithstanding the above term, Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair. Lessee shall not commit waste to the Premises.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for reasonably necessary emergency repairs. Payment for emergency repairs to the Premises shall be the responsibility of Lessor with reimbursement by Lessee.

Section 12. LIEN CLAIMS AND LIABILITY:

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

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

Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

Section 13. PLACE OF PAYMENT AND NOTICE:

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

Any notice to which Lessor shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Ct. #200, Oregon City, OR 97045. Notice for Lessee shall be mailed to Genoa Healthcare, Attn: General Counsel; 707 S. Grady Way, Suite 700, Renton, WA 98057. Place for notices may be changed by written notice from the party changing address.

Section 14. INDEMNIFICATION:

Lessee shall be in exclusive control of the Premises. Lessee shall be solely 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 the Premises, or from any act, omission, or neglect of Lessee, its subcontractors, agents, or employees.

Lessee agrees to indemnify, defend, and hold harmless Lessor, and its officers, agents, and employees against any and all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to Lessor's sole negligence, arising from or related to this Lease and the use of the Premises.

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

Lessee shall be responsible for insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the Premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement. The parties expressly acknowledge Lessor's self-insurance coverage is sufficient to satisfy Lessor's obligation to maintain coverage for the aforementioned losses or damages.

Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises. Lessor shall have no liability for the failure or interruption of utilities.

Section 15. LIABILITY INSURANCE:

Lessee shall procure and maintain during the term of the Lease the following insurance at Lessee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than two million dollars (\$2,000,000) and a per occurrence limit of not less than one million dollars (\$1,000,000). Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under

Indemnification, and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the Premises.

Section 16. TOTAL OR PARTIAL DESTRUCTION:

If the Premises are partly damaged and the cost of repair does not exceed 50% of the value of the structure before the damage, the damage shall be repaired by Lessee at Lessee's expense. Repairs shall be accomplished as soon as reasonably possible subject to interruptions and delays from labor disputes and matters beyond the control of Lessee and shall be performed in a good and workmanlike manner, and in compliance with applicable laws and building codes.

If the property is destroyed or damaged such that the cost of repair exceeds fifty percent of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than ten (10) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the property to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Lessor's reasonable control. In the event that the

In the event that the Premises becomes damaged to the extent that it cannot be used by Lessee for any period of time Lessor will in no way be responsible to find or pay for replacement facilities for Lessee. Rent shall not be abated during the repair of any damage to the extent the property is untenable.

Section 17. HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of Lessee's permitted use of the premises. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. The term *Environmental Law* shall mean any federal, state, or local status, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 18. EMINENT DOMAIN:

18.1. Partial Taking.

If a portion of the Premises is condemned and Section 1 does not apply, the Lease shall continue on the following terms:

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

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

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

18.1.3. If a portion of Lessor's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 18.1.1 and 18.1.2 apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

18.2. Total Taking.

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

18.3. Sale in Lieu of Condemnation.

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

Section 19. ASSIGNMENT AND SUBLETTING:

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

Section 20. WAIVER:

Waiver by either party of strict performance of any provision of the Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 21. DEFAULT:

The following shall be events of default:

21.1. Default in Rent.

Failure of Lessee to pay any rent or other charges within ten (10) days written notice after it is due.

21.2. Default in Other Covenants.

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

21.3. Insolvency.

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

21.4. Abandonment.

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

Section 22. TERMINATION AND DEFAULT:

22.1. Termination other than for Default. Lessor may terminate this Lease in the event the Lessor fails to receive expenditure authority sufficient to allow the Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited or the Lessor is prohibited from performing under this Lease from the planned funding source. In such an event, Lessee shall vacate the Premises within thirty (30) days of termination under this Subsection 22.1.

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

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

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

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

22.4.2 The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Section 22.3, or any other expense occasioned by Lessee's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

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

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

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

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

22.8 Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Lease to the contrary, Lessor shall not interfere with Lessee's compliance with applicable pharmacy laws, rules or regulations and Lessee's proper handling or disposition of its pharmaceutical products upon termination of this Lease. This provision shall be effective even upon a termination of this Lease by Lessor following the occurrence of a default. Lessee shall, to the maximum extent permitted by

applicable law, comply with applicable pharmacy laws, rules or regulations in a manner consistent with the terms of this Lease.

Section 23. MUTUAL TERMINATION:

This Lease can be terminated by either party with ninety (90) days' written notice.

The parties have executed a separate professional services contract, dated January 1, 2020 ("Memorandum of Agreement"). If the Memorandum of Agreement between the parties is terminated, then this Lease shall automatically terminate with the same effective date as the termination of the Memorandum of Agreement.

23.1. Surrender at Expiration

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

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

23.2.1. Holdover.

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

23.2.1.b. If a month-to-month tenancy results from a holdover by Lessee under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days before the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 24. NONMERGER:

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

Section 25. MISCELLANEOUS

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

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

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

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

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

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

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

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

25.9. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Lease, Lessor is specifically not obligating itself, or any other department of Clackamas County with respect to any discretionary action relating to the Lease or the Premises including but not limited to, condemnation,

comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

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

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

25.12. Survival. All provisions in Sections 7, 9, 12, 14, 15, 16, 17, 20, 21, 22, and 25 shall survive the termination of this Lease, together with all other rights and obligations herein which by their context are intended to survive.

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

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

25.15. Applicable Law and Venue. This Lease shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof. Any claim between Lessor and Lessee that arises from or relates to this Lease shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Lessor of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the in personam jurisdiction of the courts referenced in this section.

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

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

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

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

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

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

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

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

Section 26. ENTIRE AGREEMENT:

This Lease contains the entire agreement of Lessor and Lessee, and all prior written and oral agreements and representations between the parties are void. Lessor and Lessee agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Lessor nor Lessee is relying on any representations of the other party except those expressly set forth herein.

The rest of this page is intentionally left blank.

[Signature page below]

WARRANT OF AUTHORITY:

The undersigned, David Eisen, warrants and represents that they have full authority to sign on behalf Lessee.

LESSOR
CLACKAMAS COUNTY BOARD
OF
COUNTY COMMISSIONERS by:

LESSEE
QUEST CENTER FOR INTEGRATIVE HEALTH
2901 E BURNSIDE
PORTLAND, OR 97214-1831

Jim Bernard, Chair

Authorized Signature

Approved as to form:

David Eisen
Printed Name

[Signature]
Office of County Counsel

06/23/2020
Date

06/24/2020
Date

93-1121778
Federal ID#

State of Oregon
County of Clackamas

This record was acknowledged before me
on _____
(date) _____ by _____
as the Chair of Clackamas County.

Stamp (if required):

Notarial Officer
Signature: _____

Title of Office: _____

My Commission Expires: _____