

March 28, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for a Facility Lease Agreement with the North Clackamas School District No. 12 for Wichita Community Services Building for Women, Infants, and Children (WIC) program

<b>Purpose/Outcomes</b>	Provide space for a WIC satellite clinic in the Wichita Center for Family and Community building in the North Clackamas School District No. 12
<b>Dollar Amount and Fiscal Impact</b>	Maximum contract value is \$19,017.72.
<b>Funding Source</b>	Access to Care – WIC Services Funds. No General Funds are used.
<b>Duration</b>	Effective July 1, 2018 and terminates on June 30, 2020
<b>Previous Board Action</b>	The Board of County Commissioners previously reviewed this agreement on May 31, 2012 agenda item 053112-A6 and September 28, 2017 agenda item 092817-A2.
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Julie Aalbers (503) 655-8405
<b>Contract No.</b>	8982

**Background**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Facility Lease Agreement with the North Clackamas School District No. 12 for space in their Wichita Community Services Building for a WIC satellite clinic.

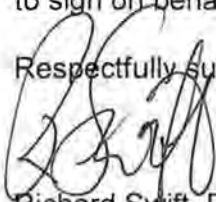
The WIC satellite clinics allow the County to better serve the community by allowing multiple access points to the County's WIC services.

The maximum contract value is \$19,017.72. This agreement is effective July 1, 2018 and expires on June 30, 2020. County Counsel reviewed this Agreement on February 26, 2019.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing, and Human Services



## FACILITIES USE AGREEMENT

### WICHITA CENTER BUILDING

CONTRACT: 8982

START DATE: July 01, 2018 (EFFECTIVE UPON SIGNING)

END DATE: June 30, 2020

DISTRICT: North Clackamas School District No. 12 (District)

PARTNER: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division (Tenant)

Address: 2051 Kaen Road, Suite 367  
Oregon City, Oregon 97045  
Phone: (503) 655-8405  
Fax: (503) 742-5352  
Contact: Julie Aalbers  
E-Mail: [Julieaal@co.clackamas.or.us](mailto:Julieaal@co.clackamas.or.us)

PREMISES: Wichita Center Building  
Suite/Room/Area: Room 6

NATURE OF USE: Office & Social Services

RENT RATE: \$ 792.28 per calendar month

DEPOSIT AMOUNT: \$ N/A

INSURANCE LIMIT: The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

#### GENERAL PROVISIONS B

- Term.* The Term is from the Start Date to the End Date, inclusive. No holding over is permitted. This lease may be terminated by either party, upon 30 days' notice.
- Rent.* Rent is due on the first day of each month of the Term in advance. If the Term starts or ends with other than a full calendar month, the Rent for that month shall be prorated according to the number of days in said month.
- Use.* Tenant shall use the Premises for no other purpose than stated herein without the

areas of the Wichita Center (the Building), including the parking areas, in conjunction with the other tenants on a cooperative basis. Tenant shall not annoy, obstruct, or interfere with the rights, privileges, and quiet enjoyment of the District or other tenants of the Building. Tenant shall promptly comply with all applicable laws, ordinances, rules, and regulations of any public authority. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Building or that will in any manner degrade or damage the condition or reputation of the District or the Building.

4. *Condition of Premises.* Except as otherwise expressly set forth in this Agreement, the Premises is accepted by Tenant in its *as is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Tenant and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations, and ordinances.

5. *Equipment.* Tenant shall use in the Premises only such equipment as is customary for Tenant's use and shall not overload the floors or electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating, communication equipment or exceptionally heavy articles.

6. *Exterior Signs and Devices.* No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior or common areas of the Building, nor shall anything be placed on any window of the Premises or positioned so as to be visible from outside the Premises, by Tenant without the prior written approval of the District.

7. *Utilities and Services.* Landlord will furnish connection to the public power system and the central heating system during regular business hours. The Premises do not have air conditioning. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord will provide janitorial service for the common areas of the Building but not to the Premises.

8. *Maintenance and Repair.* Landlord shall maintain and repair the interior walls, floors, and ceilings; the doors, windows, and related hardware; the light fixtures, switches, and wiring; and, all other repairs to the interior of Premises, reasonable wear and tear excepted. Repair of damage to the Premises or the Building caused by negligent or intentional acts or breach of this Agreement by Tenant, its employees, or invitees, shall be at Tenant's expense. Landlord may erect scaffolding and other apparatus necessary for maintenance and repair. Landlord shall have no liability for interference with Tenant's use because of maintenance and repair. Landlord shall not unreasonably interfere with Tenant's use because of maintenance and repair. Tenant shall not make any improvements, additions or alterations to the Premises, change the color of the interior, or install any wall or floor covering without prior written approval from the District.

9. *Improvements.* Tenant may, at its expense, make such improvements to the Premises as it deems necessary from time to time for its operations with the prior written approval of the District. At the end of the Term or earlier termination of the tenancy, Tenant shall remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Start Date, except for ordinary wear and tear.

10. *Access.* The District shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Agreement, to perform necessary services, maintenance, and repairs or alterations to the Building or the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Tenant.

11. *Compliance with Laws.* The Parties shall substantially comply with all applicable laws relating to its possession and use of the Premises.

12. *Hazardous Substances.* Tenant shall not cause or permit any Hazardous Substance to be brought upon, spilled, leaked, disposed of, or otherwise released on or under the Premises. Subject to applicable provisions in the Oregon Constitution and Oregon Tort Claims Act, Tenant shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to Hazardous Substances attributable to the negligent or willful acts or omissions of Tenant.

13. *Insurance Policies.* The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

14. *Security.* The District shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all security measures adopted by the District.

15. *Regulations.* The District shall have the right but shall not be obligated to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all tenants of the Building, including moving, use of common areas, prohibition of smoking and other matters of public health, safety, and quiet enjoyment. All such regulations and policies shall be complied with as if part of this Agreement. Without waiving or limiting the generality of the foregoing, Tenant will comply with the District's Policy and Standard Practice statement governing Community Use of School Facilities, as amended. In the event of a conflict between either the Policy or the Standard Practice and this Agreement, this Agreement shall control.

16. *Default.* Any of the following shall constitute a default by Tenant under this Agreement: (a) Tenant's failure to pay rent or any other charge under this Agreement within 5 days after it is due, or failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance; (b) a party's insolvency or assignment for the benefit of its creditors; (c) a party's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District's properties or financial records; (d) Tenant vacating or abandoning the Premises; or, (e) a party disturbing the quiet enjoyment of the Building which is grounds for immediate termination; (f) a party's violation of any term or condition in this Agreement.

17. *Remedies.* In case of default, the District shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law: (a) the District may terminate the Agreement upon 10 days' notice to Tenant; (b) the District

may retake possession of the Premises and may use or relet the Premises without accepting surrender or waiving the right to damages; (c) the District may recover all damages caused by Tenant's default; (d) the District may make any payment or perform any obligation which Tenant has failed to perform, in which case the District shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of twelve (12.00%) percent each month, which rate shall apply to past due rent.

19. *Surrender.* On termination of this Agreement, Tenant shall deliver all keys to the District and surrender the Premises vacuumed, swept and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and District may dispose of it in any manner without liability. If Tenant fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over rent rate shall be one-and-one half times the total rent being charged when the right to occupy expires.

20. *Indemnification.* Subject to applicable provisions in the Oregon Constitution and Oregon Tort Claims Act, the parties shall indemnify and defend each other from any claim, loss, or liability arising out of or based on damages or injuries to persons or property caused by the negligent or willful acts of the other party.

21. *Assignment and Subletting.* Tenant may not assign this Agreement or sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.

22. *Notices.* Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Tenant may always be delivered to the Premises. Rent shall be payable to the District at the same address and in the same manner, but shall be considered paid only when received.

24. *Interpretation of this Agreement.* This Agreement is made entirely within the state of Oregon and shall be governed by said state's laws. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Tenant is a corporate entity, the person signing this Agreement is authorized to make this Agreement by the entity's Board. Time is of the essence of this Agreement. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.

25. The following Exhibits are by this reference incorporated herein:  
Exhibit A - Oregon State Tax Law Provision

26. *Entire Agreement.* This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Tenant is relying on any representations other than those expressly set forth herein.

TENANT: CLACKAMAS COUNTY

By: \_\_\_\_\_  
Richard Swift

Title: Director

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

NORTH CLACKAMAS SCHOOL DISTRICT NO. 12

By: KJM  
Kerensa Mauck

Title: Director of Business Operations

Date: 3/4/19

EXHIBIT A

Oregon State Tax Law Provision

North Clackamas School District No. 12 agrees to follow the below stated Oregon Revised Statute regarding tax laws of the State of Oregon:

**“North Clackamas School District No. 12 hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, North Clackamas School District No. 12 hereby covenants and agrees that North Clackamas School District No. 12 shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should North Clackamas School District No. 12 fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of North Clackamas School District No. 12’s default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement.”**

March 28, 2019

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Washington County for accessing Clackamas County Emergency Medical Services electronic protocols.

<b>Purpose/Outcomes</b>	Washington County will access Clackamas County Emergency Medical Services electronic protocols and reimburse Clackamas for a portion of the expense.
<b>Dollar Amount and Fiscal Impact</b>	\$17,750 over an 8 year term.
<b>Funding Source</b>	Washington County No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on January 31, 2026
<b>Strategic Plan Alignment</b>	1. Building a Strong Infrastructure 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Contact Person</b>	Richard Swift, Interim Public Health Director – 503-650-5694
<b>Contract No.</b>	9136

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Washington County for accessing Clackamas County Emergency Medical Services electronic protocols.

Clackamas County has moved to electronic Emergency Medical Protocols. This is more environmentally friendly over providing printed hard copies to the agencies and also provided a cost savings of approximately \$25,000 per year.

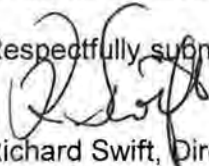
Washington County requested to partner with CCPHD and agreed to reimburse Clackamas for the half of the cost of the electronic application on an annual basis.

This Agreement is effective upon signature and continues through January 31, 2026. This contract has been reviewed by County Counsel on March 19, 2019.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
 Health, Housing, and Human Services





**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
Public Health DIVISION  
AND  
Washington County**

Agreement #9136

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and **WASHINGTON COUNTY** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for AGENCY accessing Clackamas EMS Electronic Protocols. This is an 8 year commitment that will be renewed annually.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

- 1. Reimburse Clackamas for half of the cost of the electronic protocol portal.

B. CLACKAMAS agrees to:

- 1. Allow AGENCY to access the EMS Electronic Protocols portal

III. Compensation

- A. AGENCY shall compensate CLACKAMAS for satisfactorily completing activities described in Section II.A. above as outlined in the table below.

Year one	\$2,000
Year two	\$2,000
Year three	\$2,000
Year four	\$2,250
Year five	\$2,250
Year six	\$2,250
Year seven	\$2,500
Year eight	\$2,500

- B. The total payment to CLACKAMAS shall not exceed **\$17,750**.

- C. CLACKAMAS shall submit a request for reimbursement annually.

AGENCY payments shall be submitted to:

Clackamas County Public Health Division  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

or electronically to:

[PublicHealthFiscalAP@clackmas.us](mailto:PublicHealthFiscalAP@clackmas.us)

IV. Liaison Responsibility

Louisa Partain, QI & Education Coordinator, will act as liaison from AGENCY.  
Philip Mason-Joyner, Program Manager, will act as liaison from CLACKAMAS.

V. Special Requirements

- A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.

- B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers; and records of the other party to this

INTERGOVERNMENTAL AGREEMENT #9136

Washington County

Page 3 of 6

agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

- D. This agreement 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate January 31, 2026.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit A Insurance Requirments

WASHINGTON COUNTY *Sia Lindstrom*

  
 Deputy County Administrator

Signature Authority Name  
 Date 3/4/2019

Street Address

City / State / Zip

Phone / Fax

CLACKAMAS COUNTY

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

**Signing on Behalf of the Board:**

Richard Swift, Director  
 Health, Housing, and Human Services

Date

**EXHIBIT A  
INSURANCE**

During the term of this contract, CONTRACTOR shall maintain in force at its own expense, each insurance noted below:

**1. Commercial General Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

**2. Commercial Automobile Liability**

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the contract, "Symbol 1" 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**

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the 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 contract. COUNTY, at its option, may require a complete copy of the above policy.

**4. Additional Insured Provisions**

All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

**5. Notice of Cancellation**

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

**6. Insurance Carrier Rating**

Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**7. Certificates of Insurance**

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract 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.

**8. Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

**9. Primary Coverage Clarification**

CONTRACTOR's coverage will be primary in the event of a loss.

**10. Cross-Liability Clause**

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the contract.

**11. Abuse Reporting**

CONTRACTOR shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050, mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092) as if CONTRACTOR were a mandatory abuse reporter. If CONTRACTOR is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. CONTRACTOR shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

March 28, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Portland State University (PSU),  
Toulon School of Urban Studies and Planning and the  
Regional Research Institute for Human Services

<b>Purpose/Outcomes</b>	Conduct a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support
<b>Dollar Amount and Fiscal Impact</b>	Maximum contract value is \$150,000
<b>Funding Source</b>	County General Funds
<b>Duration</b>	Effective September 1, 2018 through June 30, 2019.
<b>Previous Board Action</b>	No previous Board action
<b>Strategic Plan Alignment</b>	1. Improve community safety and health 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Vahid Brown (503) 742-5345
<b>Contract No.</b>	#9059

**BACKGROUND:**

The Health, Housing & Human Services Department requests the approval of and Intergovernmental Agreement with Portland State University. The Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services at Portland State University are conducting a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support. This study focuses on the most frequent users of public services in Clackamas County, Oregon, such as emergency rooms, jails, and hospitals. The FUSE model has been piloted in other cities around the country and is based on the "Housing First" concept that secure housing is the first step and essential to stabilizing the personal and financial lives of individuals.

County Council reviewed and approved this agreement on January 31, 2019.

**RECOMMENDATION:**

Staff recommends Board approval of this contract and authorization for Richard Swift to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*



INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

PORTLAND STATE UNIVERSITY

**Contract # 9059**

This agreement is entered into between Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (COUNTY) and Portland State University, Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services (PSU) for the cooperation of units of local government under the authority of ORS 190.010.

I. SCOPE OF COOPERATION

A. PSU agrees to the following:

Conduct a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support as outlined in ***Exhibit A: Scope of Work & Performance Measures***

B. Services required under the terms of this agreement shall commence **September 1, 2018** of this agreement and shall terminate **June 30, 2019**.

II. COMPENSATION AND RECORDS

A. Compensation: COUNTY shall compensate PSU for satisfactorily performing the services identified in Section I: Scope of Services and completing the requirements of ***Exhibit B: Budget*** attached hereto.

Total maximum compensation under this contract shall not exceed **\$150,000 on a cost reimbursement basis**, based on actual expenses and as specified in ***Exhibit B***. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services with required documentation. Supportive backup documentation, generated by PSU's financial system, is required and must accompany each invoice.

B. Method of Payment: To receive payment, PSU shall submit invoices as follows: PSU shall submit an invoice by the fifteenth day of the quarter following that in which service was performed. The invoice shall list the contract number: **#9059**, dates of service, service provided, performance measures achieved and the total

amount due for all service provided during the quarter. PSU may use the invoice template provided in **Attachment 1**, or PSU's standard invoice template which is generated by its financial system. Invoices shall be submitted to:

Clackamas County  
Health, Housing and Human Services Department  
Administration Division  
Attn: Vahid Brown 2051 Kaen  
Road, #238  
Oregon City, Oregon 97045 Or

electronically to:

[VBrown@clackamas.us](mailto:VBrown@clackamas.us)

When submitting electronically, designate Portland State University- FUSE Study and contract **#9059** in the subject line of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has accepted the service specified on the invoice, COUNTY shall pay the amount requested to PSU. For the purposes of this Agreement, "acceptance" shall be limited to the adequacy of the quantity and quality of the reporting or deliverable requirements as described in the statement of work, and in accordance with standard scientific and academic principles. PSU does not guarantee specific research results, and as such, RESEARCH RESULTS ARE PROVIDED "AS IS."

As an institution of higher education, PSU will perform work in accordance with standard academic and scientific principles.

Although PSU will use reasonable endeavors to carry out, or to procure the carrying out of, the Project in accordance with the scope of work, PSU does not undertake that any research will lead to a particular result, nor does it guarantee a successful outcome to the Project.

If an audit discloses that payments to PSU were in excess of the amount to which the PSU was entitled, then PSU shall repay the amount of the excess to COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should PSU fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. PSU shall be given reasonable window of time to remedy such issues. Such withholding of payment for cause may continue until PSU submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of PSU.

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of six (6) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

Access to Records: PSU shall maintain books, records, documents, and other evidence and

accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. COUNTY and their duly authorized representatives shall have access to the books, documents, papers, and records of PSU which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by PSU for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- D. Ownership of Work Product: COUNTY shall wholly own all intellectual property that it produces under this agreement. COUNTY agrees to grant a royalty-free, non-exclusive and irrevocable license to PSU to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by COUNTY under this Agreement. COUNTY shall grant PSU a non-exclusive, non-commercial, royalty-free right to use COUNTY's invention for scholarly and academic purposes.

PSU shall wholly own all intellectual property that it produces under this Agreement. PSU agrees to grant a royalty-free, non-exclusive and irrevocable license to COUNTY to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by PSU under this Agreement. PSU shall grant COUNTY a non-exclusive, non-commercial, royalty-free right to use PSU's invention for the public benefit.

COUNTY and PSU shall jointly own all intellectual property that they produce while working collaboratively under this Intergovernmental Agreement.

### III. SPECIAL REQUIREMENTS

- A. COUNTY and PSU agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the additions and mental health. The parties agree that any use of Protected Health Information, as defined in HIPAA, shall be subject to the authorization provided by the patient in the informed consent or other authorization document. COUNTY represents and warrants that it has all necessary authority under applicable state and federal law, including, but not limited to, the HIPAA, to provide to PSU any and all data as required to perform the work under this Agreement.
- B. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- C. This agreement 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.
- D. PSU acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire confidential information. All written information obtained by PSU or its employees or agents in the performance of this Contract shall be deemed confidential information of

the COUNTY ("Confidential Information") as long as such information is clearly marked "confidential" with an appropriate legend at the time of disclosure if disclosed in a tangible or written format. All oral disclosures of Confidential Information shall be treated as confidential if disclosed orally or in any other transitory medium, and are identified as confidential at the time of disclosure and provided in a written summary within thirty (30) days of disclosure. A receiving party's obligation to protect Confidential Information of the disclosing party shall not include information that:

- was already in receiving party's possession prior to disclosure;
- is or becomes a matter of public knowledge through no fault of receiving party;
- is independently developed by receiving party without use of disclosing party's Confidential Information;
- is received by or becomes known to receiving party from another source in a manner that does not knowingly breach an obligation of confidentiality owed to the disclosing party; or
- is approved for release or use by written authorization of the disclosing party.

Each party shall only use the other party's Confidential Information for the purposes of the Project. The receiving party shall exert reasonable efforts to protect the disclosing party's Confidential Information for a period of six (6) years from the date of receipt against unauthorized use, dissemination or publication. All written documents containing Confidential Information and other material in tangible form received by either party under this Agreement shall remain the property of the disclosing party, and such documents and materials, together with copies of excerpts thereof, shall promptly be returned to disclosing party upon request, except one copy may be retained for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, court order, or government regulation provided however, that the receiving party timely notifies and provides disclosing party with an opportunity to minimize or oppose such disclosure. COUNTY acknowledges that PSU is subject to and shall treat appropriately marked Confidential Information as confidential to the extent permitted under the Oregon Public Records Law (ORS 192.311 – 192.478). PSU agrees to hold Confidential Information in strict confidence, using at least the same degree of care that PSU uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

Notwithstanding the above, but subject to confidentiality or non-disclosure law applicable to the client information, nothing in this Agreement will be interpreted to bar PSU and its faculty from publishing the results of research conducted under this Agreement within legal guidelines.

#### IV. INDEMNIFICATIONS

- A. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, PSU agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of PSU, and PSU's officers, agents

and employees, in performance of this contract. Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified Party giving the indemnifying Party prompt notice of the Claim and all reasonable and necessary cooperation and assistance. Neither the COUNTY nor any attorney engaged by the COUNTY shall defend a claim in the name of PSU without PSU's prior written consent, nor purport to act as legal representative of PSU, without first receiving from PSU, in a form and manner determined appropriate by PSU, authority to act as legal counsel for PSU, nor shall the COUNTY settle any claim on behalf of PSU without the advanced written approval of PSU

#### V. CONTRIBUTIONS

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

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

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

#### VI. AMENDMENT

- A. This agreement may be amended at any time with the concurrence of both parties.

Amendments become a part of this agreement only after the written amendment has been signed by a duly authorized representative of both parties.

## VII. TERMINATION

- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person to the individual identified in Section XXI. Notices. In the case of such termination, PSU will proceed in an orderly fashion to terminate any outstanding commitments and to stop work as soon as practicable to do so. If this Agreement is terminated for any reason prior to the completion of the Project, COUNTY shall reimburse PSU for all reasonable costs incurred for the Project through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to PSU, may terminate this agreement effective upon delivery of written notice to PSU, or at such later date as may be established by COUNTY, under any of the following conditions:
1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
  2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
  3. If any license or certificate required by law or regulation to be held by PSU to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
  4. If PSU fails to provide services, outcomes, reports as specified by COUNTY in this agreement. In this instance, PSU shall have an opportunity to remedy cited problem(s) and a cure period of no less than ten (10) business days.
  5. If PSU fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

## VIII. Insurance

The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

## IX. 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.
- X. **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.
- XI. **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.
- XII. **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.
- XIII. **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.

- XIV. 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.
- XV. 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.
- XVI. Survival. All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. 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.



A. All notification required by this Agreement shall be executed in writing by the parties hereto and shall be directed to the following individuals:

For PSU: Rachelle Richmond, Assistant Director of Grants & Agreements Administration Sponsored Projects Administration Portland State University PO Box 751 (SPA) Portland, OR 97207-0751  Phone: 503-725-9900 Email: awards@pdx.edu	For COUNTY: Vahid Brown Office of the Director 2051 Kaen Road, Suite 238 Oregon City, OR 97045  Phone: 503-742-5345 Email: VBrown@clackamas.us
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This contract consists of eight (8) sections plus the following attachments which by this reference are incorporated herein:

Exhibit A: Scope of Work Exhibit B: Budget  
Attachment 1: Invoice Template

**PORTLAND STATE UNIVERSITY**

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**



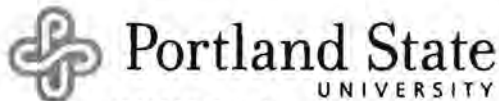
\_\_\_\_\_  
Rachelle Richmond, Assistant Director of Grants and  
Agreements Administration

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

Date 02/07/2019

Date \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK AND PERFORMANCE MEASURES



(FUSE) Study  
(September 1, 2018-June 30, 2019)

**Project Description**

The Toulon School of Urban Studies and Planning and the Regional Research Institute for Human Services at Portland State University are conducting a one-time study on the feasibility of reducing the use and cost of public services by providing permanent housing to the most frequent users, along with intensive individualized support. This study focuses on the most frequent users of public services in Clackamas County, Oregon, such as emergency rooms, jails, and hospitals. The FUSE model has been piloted in other cities around the country and is based on the "Housing First" concept that secure housing is the first step and essential to stabilizing the personal and financial lives of individuals. This study was commissioned by the Clackamas County Health Housing and Human Services and will be completed no later than June 30, 2019.

**Research Questions**

- 1) Who are the most frequent users of public services in Clackamas County and what are their needs? Do the most frequent users change based on different types of vulnerability?
- 2) What is the current cost to the system and how can those costs be reduced?
  - What systems are affected?
  - What are the costs to each system separately?
  - What was learned from pilot programs in New York City, San Diego and Eugene, OR?
- 3) What potential program structures might address the needs of the target population while also addressing any potential barriers?
  - What does the ideal system look like?
  - Where can you leverage expenditures?
  - How might structures and barriers vary between vulnerable user groups?

**Data Sources**

- 1) Existing systems data, which may include: HUD, SSI, SSDI, OJP, EMS data on 911 calls, hospital data on ED usage and hospital stays, law enforcement data and arrests and jail time.
- 2) All Systems utilized within Clackamas County Department of Health Housing and Human Services including Health Centers, Behavioral Health walk in center, Social Services and Housing divisions.
- 3) Evaluation Reports and conversations with staff from other FUSE sites (NYC, San Diego, Eugene)
- 4) In-person interviews with high-end users of public services
- 5) Telephone interviews and discussions with providers, administrators and other key informants



**EXHIBIT B  
 Budget**

Total maximum compensation under this contract shall not exceed **\$150,000 on a cost reimbursement basis**, based on actual expense and deliverables as described below.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage (to be reimbursed at current federal mileage rates that are consistent with PSU's travel policy), and incidentals necessary to perform the work and services. Supportive backup documentation is required and must accompany invoices as described above in Section II. Reimbursement contingent on acceptance of deliverables as noted in Exhibit A.

<b>Detail - Salaries, Wages &amp; Fringe - Base</b>				<b>10 months</b>		
<u>Key Personnel</u>	<u>Position</u>	<u>Base Salary</u>	<u>Fringe (OPE)</u>	<u>FTE</u>		
Karen Cellarius, MPA	PI	\$ 99,172	0.54	0.22		
Marisa Zapata, PhD	Co-PI	\$ 98,104	0.52	0.08		
Aliza Tuttle	GRA	\$ 51,062	0.09	0.49		
		<u>Hourly rate</u>	<u>Fringe</u>	<u>Hours</u>		
Eric Einspruch, PhD	Statistician	\$ 200	0.10	150		
Cameron Mulder	Data Manager	\$ 41	0.10	140		
TBD	Graphic Design Undergrad. Students	\$ 15	0.10	60		
<b>PERSONNEL</b>						
<b>SALARIES &amp; WAGES</b>						
Karen Cellarius, MPA	PI			18,277		
Marisa Zapata, PhD	Co-PI			6,839		
Cameron Mulder	Data Manager			25,020		
Aliza Tuttle	GRA			12,510		
Eric Einspruch, PhD	Statistician			30,000		
TBD	Graphic Design Undergrad. Students			900		
<b>TOTAL - SALARIES &amp; WAGES</b>				<b>93,547</b>		
<b>FRINGE</b>						
Karen Cellarius, MPA	PI			9,870		
Marisa Zapata, PhD	Co-PI			3,556		
TBD	RA/Interviewer/writer			0		
Cameron Mulder	Data Manager			2,252		
Aliza Tuttle	GRA			1,126		
Eric Einspruch, PhD	Statistician			3,000		
TBD	Graphic Design Undergrad. Students			90		
<b>TOTAL - FRINGE</b>				<b>19,894</b>		
<b>TRAVEL</b>						
In-state travel					1,000	
<b>TOTAL - TRAVEL</b>				<b>1,000</b>		
<b>SERVICES AND SUPPLIES</b>						
Telephone (GRA cell phone)					400	
Postage					51	
Supplies					50	
Printing					500	
Meeting and Focus Group Refreshments					406	
Respondent Incentives					400	
Disability Accommodations					800	
Tuition remission	Tuition	Fees	Health	Total T&F	2000	
Academic Year	Total number of Academic Year terms			Ⓢ		
	\$ 3,861	\$ 470	\$ -	\$ 4,331		
<b>TOTAL - SERVICES AND SUPPLIES</b>				<b>4,607</b>		
<b>FEDERAL COSTS</b>						
Total Direct Costs					119,048	
TDC base					119,048	
Total Indirect Costs @26%					30,952	
<b>TOTAL - FEDERAL COSTS</b>				<b>150,000</b>		

ATTACHMENT 1  
 INVOICE TEMPLATE

# INVOICE

**Portland State University**  
 1600 SW 4<sup>th</sup>, Suite 900  
 Portland, Oregon 97201  
 Phone: (503)725-4040 / Fax: (503) 725-4180

Invoice Date: \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_  
**Contract # 9014**  
 Program: FUSE Study

**To:** Clackamas County Administration Division  
 Attention: Vahid Brown  
 2051 Kaen Road  
 Oregon City, Oregon 97045  
 Direct Line: (503)742-5345 / Fax: (503)655-8677 / email: VBrown@clackamas.us

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

**CERTIFICATION**

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

**Prepared by:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #5 with  
North Clackamas Parks and Recreation District/Milwaukie Center to Provide  
Social Services for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the NCPR- Milwaukie Center to provide Older American Act (OAA) funded services for persons within the North Clackamas Parks and Recreation District.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$95,311 for a revised agreement maximum of \$434,961 for FY18/19. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through Special Transportation Formula (STF) funds and TriMet General Fund, as well as Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	070617-A8, 060718-A3
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8344

**BACKGROUND:**


The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #53; NCPR-Milwaukie Center to provide Older American Act (OAA) funded services for persons living within the North Clackamas Parks and Recreation District. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional funding for Ride Connection transportation services and OPI Home Delivered Meals funding.

This amendment increases the agreement amount by \$95,311; for an amended agreement maximum of \$434,961 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written in a cursive style.

Richard Swift, Director  
Health Housing & Human Services

Interagency Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 8344

Board Agenda #: 060718-A3

Division: Social Services

Amendment Number: 5

Contractor: North Clackamas Park & Rec. District – Milwaukie Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This results in an increase to the contract budget of \$95,311

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This Amendment #5, when signed by the North Clackamas Park & Rec. District – Milwaukie Center (“CONTRACTOR”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the CONTRACTOR and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the CONTRACTOR and COUNTY desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2018 is:
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$339,650**. 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 **\$234,988** 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, State Unit on Aging and **\$7,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310;



CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$92,038** 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 the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$4,375** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$434,961**. 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.)

- c. **Grant Funds.** The COUNTY's funding of **\$285,664** 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, State Unit on Aging and **\$8,250** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. **Other Funds.** The COUNTY's funding of **\$92,038** 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 the State of Oregon DHS. The COUNTY's funding of **\$750** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; the OPI HDM funding of **\$43,884** are from State of Oregon, Oregon Project Independence (OPI) and **\$4,375** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

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

North Clackamas Park & Rec. District – Milwaukie Center  
 IAA – H3S Agreement #8344, Amendment 5

Amend

**Milwaukie Center**  
 Fiscal Year 2018-19

Federal Award Number	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIID	OAA IIIE	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet	MEDICAID	LIHEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds				In Dist	STF	5310 Funds							
	CFDA Number	CFDA Number	CFDA Number	CFDA Number	CFDA Number				TriMet	Funds	OR-65-012							
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867									1,500	1,560	10,166	\$5.00
OAA/NSIP Food Service		12,439	52,688			1,383	37,643								57,360	59,750	161,513	\$1.80
OAA Meal Site Mngl.		13,124	55,568			1,459										59,750	70,172	\$0.22
Physical Activity/ Falls Prevention				900		0		750								22 classes	1,650	\$75.00
Caregiver Respite Program					9,228	2,307										160	11,535	\$57.50
Transportation - T19						0					7,230	16,570				1,700	23,800	\$9.75
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				34,038						1,943	34,038	\$17.52
Ride Con - Vehicle Maint						719					7,500					N/A	8,219	N/A
LIHEAP Intakes														4,375		175	4,375	\$25.00
<b>TOTALS</b>	<b>\$53,377</b>	<b>\$25,563</b>	<b>\$108,277</b>	<b>\$900</b>	<b>\$9,228</b>	<b>\$11,804</b>	<b>\$37,643</b>	<b>\$750</b>	<b>\$34,200</b>	<b>\$34,038</b>	<b>\$7,500</b>	<b>\$7,230</b>	<b>\$16,570</b>	<b>\$4,375</b>	<b>\$62,846</b>		<b>\$414,300</b>	

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

Source of OAA Match - Staff time

Contract Amount: \$339,650

Federal Award Total: \$242,488

North Clackamas Park & Rec. District – Milwaukie Center  
 IAA – H3S Agreement #8344, Amendment 5

To Read

**Milwaukie Center**  
 Fiscal Year 2018-19

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									In Dist	STF	310 Funds							
									TriMet Funds	Funds	DR-65-012							
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		Funds	N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867									1,500	1,560	10,166	\$5.00
<b>OAA/NSIP Food Service</b>		<b>15,122</b>	<b>68,423</b>			1,682	<b>34,449</b>								52,080	54,250	171,755	\$1.87
<b>OAA Meal Site Mngt.</b>		<b>17,184</b>	<b>77,754</b>			1,911										54,250	96,848	\$0.32
<b>OPI HDM Service</b>								<b>43,884</b>								4,600	43,884	\$9.54
Physical Activity/ Falls Prevention				900		0		750								22 classes	1,650	\$75.00
<b>Caregiver Respite Program</b>					<b>18,456</b>	4,614										321	23,070	\$57.50
Transportation - T19						0						7,230	16,570			1,700	23,800	\$9.75
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				34,038						1,943	34,038	\$17.52
<b>Ride Con - Vehicle Maint</b>						944					<b>8,250</b>					N/A	9,194	N/A
LIHEAP Intakes														4,375		175	4,375	\$25.00
<b>TOTALS</b>	<b>\$53,377</b>	<b>\$32,305</b>	<b>\$146,177</b>	<b>\$900</b>	<b>\$18,456</b>	<b>\$15,086</b>	<b>\$34,449</b>	<b>\$44,634</b>	<b>\$34,200</b>	<b>\$34,038</b>	<b>\$8,250</b>	<b>\$7,230</b>	<b>\$16,570</b>	<b>\$4,375</b>	<b>\$57,566</b>		<b>\$507,613</b>	

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

Source of OAA Match - Staff time

Contract Amount: \$434,961

Federal Award Total: \$293,914



March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the  
U.S. Department of Housing and Urban Development (HUD),  
Housing Our Families for the Purpose of Providing Rapid Re-Housing

<b>Purpose/Outcomes</b>	This is a HUD grant which was created by reallocating two previous HUD grants for a new program effort entitled "Housing Our Families"
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$169,456 revenue for a new contract total of \$484,788 and extends the agreement for one year.
<b>Funding Source</b>	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance funds.
<b>Duration</b>	October 1, 2019 through September 30, 2020
<b>Previous Board Action</b>	The original agreement was approved by the Board on April 27, 2017 (042717-A6).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503)655-8641
<b>Contract No.</b>	8276

**BACKGROUND:**

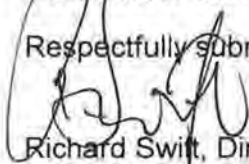
The Social Services Division of the Health, Housing and Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to rapidly re-house literally homeless families with children under 18. It will also provide funding to work with parenting youth and families who are reunifying and expect to have their children returned to their custody within 90 days after housing is obtained. The program intends to serve approximately 8 families.

The value of this grant amendment is \$169,456 for a new contract total of \$484,788. The agreement is effective October 1, 2019 through September 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director  
Health, Housing and Human Services Department

*Healthy Families. Strong Communities.*

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

www.clackamas.us

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0237L0E071802**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 169456 for project number OR0237L0E071802. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 149460
g. Supportive services	\$ 7702
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12294
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 10-01-2019 and ends 09-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

  
\_\_\_\_\_  
(Signature)

Doug Carlson, Director  
\_\_\_\_\_  
(Typed Name and Title)

March 6, 2019  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, H3S Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0237L0E071802**  
**Effective Date: 3/6/2019**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0237L0E071802	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the  
U.S. Department of Housing and Urban Development (HUD),  
Supportive Housing Program for the Housing Our Heroes Project  
for the Purpose of Providing Permanent Supportive Housing to Veterans

<b>Purpose/Outcomes</b>	This is a HUD grant for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$331,449 revenue for a new contract total of \$947,007 and extends the agreement for one year.
<b>Funding Source</b>	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Assistance (EHA), EHA Vets DRF funds, and County General Funds.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action</b>	The original agreement was approved by the Board May 11, 2017 (051117-A6).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503)655-8641
<b>Contract No.</b>	8301

**BACKGROUND:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with at least one person who has served in the military. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Approximately 18 households will be assisted annually.

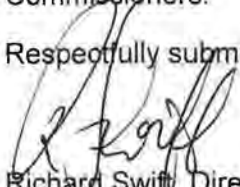
The value of this grant amendment is \$331,449 for a new contract total of \$947,007. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing and Human Services Department

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0217L0E071803**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 331449 for project number OR0217L0E071803. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 239988
g. Supportive services	\$ 66884
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 24577
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director

(Typed Name and Title)

March 6, 2019

(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director

(Typed Name and Title of Authorized Official)

(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0217L0E071803**  
**Effective Date: 3/6/2019**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0217L0E071803	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2, from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program  
for the Rent Well Rapid Re-Housing Program

<b>Purpose/Outcomes</b>	This is a grant renewal from HUD for the purpose of reducing housing barriers and providing rental assistance for permanent housing for homeless individuals and families.
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$123,249 revenue for a new contract total of \$361,827 and extends the agreement for one year.
<b>Funding Source</b>	HUD – The grant requires a 25% match of in-kind contribution which is met through State of Oregon Emergency Housing Assistance (EHA) funds.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action</b>	The original agreement was approved by the board on April 27, 2017 (042717-A5).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503)655-8641
<b>Contract No.</b>	8277

**BACKGROUND:**

Social Services Division (SSD) of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Approximately 15 households will be assisted.

The value of this grant agreement is \$123,249 for a new contract total of \$361,827 and it is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

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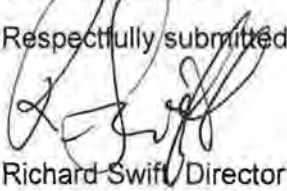
[www.clackamas.us](http://www.clackamas.us)



**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing and Human Services Department

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0177L0E071805**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 123249 for project number \_\_OR0177L0E071805\_\_. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 36936
g. Supportive services	\$ 78114
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 8199
k. Relocation Costs	\$ 0

i. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

  
\_\_\_\_\_  
(Signature)

Doug Carlson, Director  
\_\_\_\_\_  
(Typed Name and Title)

March 6, 2019  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
\_\_\_\_\_  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

Richard Swift, H3S Director  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0177L0E071805**  
**Effective Date: 3/6/2019**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0177L0E071805	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE Leasing Program, for the Purpose of Providing Permanent Supportive Housing

<b>Purpose/Outcomes</b>	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$277,429 revenue for a new contract total of \$778,107 and extends the agreement for one year.
<b>Funding Source</b>	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action</b>	The original agreement was approved by the board on April 27, 2017 (042717-A4).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8272

**BACKGROUND:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. Approximately 15 households receive assistance each year.

The value of this grant agreement renewal is \$277,429 for a new contract total of \$778,107. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

*Healthy Families. Strong Communities.*

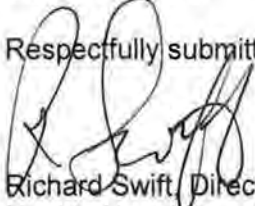
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

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

**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing, and Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing and Human Services Department

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0100L0E071811**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 277429 for project number \_\_OR0100L0E071811 \_\_. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 202860
g. Supportive services	\$ 62342
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 12227
k. Relocation Costs	\$ 0



l. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director  
(Typed Name and Title)

March 6, 2019  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director  
(Typed Name and Title of Authorized Official)

(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0100L0E071811**  
**Effective Date: 3/6/2019**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0100L0E071811	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the  
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program  
for the HOPE II Program for the Purpose of Providing Permanent Supportive Housing

<b>Purpose/Outcomes</b>	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$72,969 revenue for a new contract total of \$203,643 and extends the agreement for one year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant (CSBG) funds. No County General Funds are involved.
<b>Duration</b>	January 1, 2020 through December 31, 2020
<b>Previous Board Action</b>	The original agreement was approved by the Board on June 8, 2017 (060817-A10).
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8296

**BACKGROUND:**

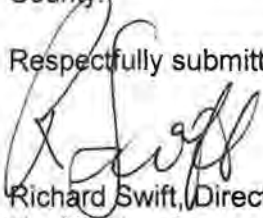
Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement renewal is \$72,969 for a new contract total of \$203,643. The agreement is effective January 1, 2020 through December 31, 2020. This agreement was approved by County Counsel on March 13, 2019.

**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift, Director of Health, Housing and Human Services, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the typed name.

Richard Swift, Director  
Health, Housing and Human Services Department

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0141L0E071807**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 72969 for project number OR0141L0E071807. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 66348
g. Supportive services	\$ 6000
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 621
k. Relocation Costs	\$ 0

I. HPC homelessness prevention activities:

Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 01-01-2020 and ends 12-31-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director  
(Typed Name and Title)

March 6, 2019  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director  
(Typed Name and Title of Authorized Official)

(Date)



**Tax ID No.:** 93-6002286  
**CoC Program Grant Number:** OR0141L0E071807  
**Effective Date:** 3/6/2019  
**DUNS No.:** 096992656

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0141L0E071807	Clackamas County	N/A	N/A

March 28, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Renewal Amendment #2 from the  
U.S. Department of Housing and Urban Development (HUD),  
Coordinated Housing Access System

<b>Purpose/Outcomes</b>	This is a grant from HUD for the purpose of providing financial support to Clackamas County's Coordinated Housing Access system.
<b>Dollar Amount and Fiscal Impact</b>	The renewal amendment adds \$31,928 revenue and extends the agreement for one year bringing the total contract revenue to \$95,784.
<b>Funding Source</b>	HUD – The grant requires a 25% match or in-kind contribution which will be met with State of Oregon Emergency Housing Account funds.
<b>Duration</b>	July 1, 2019 through June 30, 2020
<b>Previous Board Action</b>	The original agreement was approved by the board on April 27, 2017 (042717-A7).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division – (503) 655-8641
<b>Contract No.</b>	8271

**BACKGROUND:**

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a grant from the U.S. Department of Housing and Urban Development to provide funding to support the Clackamas County Coordinated Housing Access system (CC-CHA). This system assesses eligibility for 35 different homeless housing and homelessness prevention programs in a centralized manner which is mandated by HUD.

CC-CHA has been operating since January 5, 2015. The CC-CHA system uses these funds to answer incoming calls live and ensure that homeless persons seeking housing are referred to the type, level and duration of housing and services that best fit their need. During 2018, 1,276 adults were assessed for homeless housing and 1,247 were eligible for at least one homeless housing program. There were 176 housing openings resulting in 165 placements and 11 pending placements as of December 31, 2018, more than 40% more than 2017. A CC-CHA system expansion adding more prevention services was implemented July 1, 2018 and 40 households were prevented from homelessness from July-December.

The value of this grant agreement renewal is \$31,928 and brings the total revenue amount of the contract to \$95,784. The agreement is effective July 1, 2019 through June 30, 2020. This agreement was approved by County Counsel on March 13, 2019.

*Healthy Families. Strong Communities.*


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

**RECOMMENDATION:**

Staff recommends the approval of this renewal amendment and that Richard Swift be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director  
Health, Housing and Human Services Department

**Recipient Name: Clackamas County Department of Health, Housing and Human Services**  
**Grant Number: OR0218L0E071803**  
**Tax ID Number: 93-6002286**  
**DUNS Number: 096992656**

SCOPE OF WORK for  
 FY2018 COMPETITION  
 (funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$ 31928 for project number OR0218L0E071803. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. Acquisition	\$ 0
c. Rehabilitation	\$ 0
d. New construction	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
g. Supportive services	\$ 29026
h. Operating costs	\$ 0
i. Homeless Management Information System	\$ 0
j. Administrative costs	\$ 2902
k. Relocation Costs	\$ 0

1. HPC homelessness prevention activities:

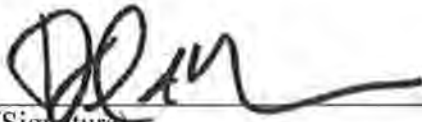
Housing relocation and stabilization services	\$ 0
Short-term and medium-term rental assistance	\$ 0

4. Performance Period in number of months: 12. The performance period for the project begins 07-01-2019 and ends 06-30-2020. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



(Signature)

Doug Carlson, Director  
(Typed Name and Title)

March 6, 2019  
(Date)

**RECIPIENT**

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, H3S Director  
(Typed Name and Title of Authorized Official)

(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0218L0E071803**  
**Effective Date: 3/6/2019**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
OR0218L0E071803	Clackamas County	N/A	N/A