

September 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #01 adds new Program Element (PE) 02 and updates language for PE 42 and PE46.
Dollar Amount and Fiscal Impact	Contract is increased by \$124,381, bringing the contract maximum value is \$2,526,665.
Funding Source	Funding through the State. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board last reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on August 21, 2019
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment adds Program Element (PE) 02 – Cities Readiness initiative and updates language for PE 42 - Maternal Childs Adolescence Health and PE 46 – Reproductive Health. Amendment #01 also increases the contract by \$124,381. bringing the maximum contract value to \$\$2,526,665.

This contract is effective upon signature and continues through June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,

 H3S deputy director / FOR

Richard Swift, Director
Health, Housing, and Human Services

Agreement #159803



**FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Program Element Descriptions as set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add if new or replace if existing, the following Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
PE 02 Cities Readiness Initiative (CRI) Program	FF	CDC/Public Health Emergency Preparedness	93.069	N	Y
PE 46 Reproductive Health Community Participation & Assurance	FF/GF	DHHS/Family Planning Services	93.217	N	Y

- Exhibit B Program Element #02 “Cities Readiness Initiative (CRI) Program” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
- Exhibit B Program Element #42 “Maternal, Child and Adolescent Health (MCAH) Services” is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

4. Exhibit B Program Element #46 "Reproductive Health" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
5. Exhibit C entitled "Financial Assistance Award" of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment B attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
6. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
7. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
8. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
9. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
10. The parties expressly ratify the Agreement as herein amended.
11. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
12. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

13. **Signatures.**

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift,
Title: Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

September 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the
Community Development Division for
ESG Funding for the Annie Ross Homeless Shelter services

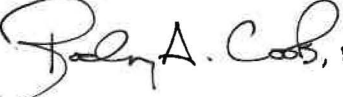
Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$40,000 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG funds
Duration	July 1, 2019 to June 30, 2020
Previous Board Action/ Review	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$40,000 of ESG funds to be available for NHA.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Sub-recipient agreement was reviewed and approved by County Counsel on August 13, 2019.
Contact Person	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
Contract No.	H3S 9446

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible homeless shelter services expenditures for Northwest Housing Alternatives (NHA) Annie Ross House Homeless Shelter services in Clackamas County, OR. In December of 2016 NHA applied for Emergency Solutions Grant (ESG) funding to provide emergency shelter services in Clackamas County. NHA was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

PROJECT OVERVIEW: NHA will provide homeless shelter services including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling. It is expected that the limited funding under this ESG contract will assist approximately 50 homeless families to secure housing during the program year.

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

Respectfully submitted,

 H3S Deputy Director/For

Richard Swift, Director
Health, Housing Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-017**

Project Name: **ESG Title IV-B**
Project Number: **53700**

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Vickie Howard	Program Representative: Angela Mullins
Northwest Housing Alternatives 2316 SE Willard Street Milwaukie OR 97222 503-654-1007 ext. 121 howard@nwhousing.org	Northwest Housing Alternatives 2316 SE Willard Street Milwaukie OR 97222 503-654-1007 x 103 Office mullins@nwhousing.org
DUNS: 180757437	

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
1. Client Eligibility Determinations and documentation;

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

11. Compliance with Applicable Laws

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

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

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

12. Federal and State Procurement Standards

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

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

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

13. General Agreement Provisions.

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

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

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

14. Other Federal Requirements

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

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

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

15. Civil Rights

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

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

16. Affirmative Action

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

17. Employment Restrictions

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

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

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

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

NHA ESG Shelter – 20-017
Subrecipient Grant Agreement – ESG FY19
Page 15 of 32

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

(Signature Page Follows)

AGREED as of the Effective Date.

CLACKAMAS COUNTY

NORTHWEST HOUSING ALTERNATIVES

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

Signing on Behalf of the Board,

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

By: 
Trel Anderson, Executive Director

Dated: 8/21/19

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: ESG Policies

September 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Housing Alternatives and the
Community Development Division for
ESG Funding for the Homebase Rapid Re-Housing services


Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$20,678 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG funds
Duration	July 1, 2019 to June 30, 2020
Previous Board Action/ Review	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$20,678 of ESG funds to be available for NHA.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Sub-recipient agreement was reviewed and approved by County Counsel on August 13, 2019.
Contact Person	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
Contract No.	H3S 9447

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible rapid re-housing case management expenditures for Northwest Housing Alternatives (NHA) Homebase Rapid Re-Housing services in Clackamas County, OR. In December of 2016 NHA applied for Emergency Solutions Grant (ESG) funding to provide homeless rapid re-housing services in Clackamas County. NHA was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

PROJECT OVERVIEW: NHA will provide Rapid Re-housing services including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling. It is expected that the limited funding under this ESG contract will assist approximately 5 homeless families to secure housing during the program year.

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

Respectfully submitted,

 *Richard A. Cook, H3S Deputy Director/For*

Richard Swift, Director
Health, Housing Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-019**

Project Name: **ESG Title IV-B**

Project Number: **53701**

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Vickie Howard	Program Representative: Angela Trimble
Northwest Housing Alternatives 2316 SE Willard Street Milwaukie OR 97222 503-654-1007 ext. 121 howard@nwhousing.org	Northwest Housing Alternatives 2316 SE Willard Street Milwaukie OR 97222 503-654-1007 x 103 Office trimble@nwhousing.org
DUNS: 180757437	

RECITALS

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

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by HUD, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount COUNTY will pay is **\$20,678.00**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,

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

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

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

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

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

COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;

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

11. Compliance with Applicable Laws

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

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

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

12. Federal and State Procurement Standards

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

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

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

13. General Agreement Provisions.

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

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

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

14. Other Federal Requirements

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

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

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

15. Civil Rights

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

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

16. Affirmative Action

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

17. Employment Restrictions

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

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

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

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

NHA ESG HP/RRH – 20-019
Subrecipient Grant Agreement – ESG FY19
Page 15 of 33

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

(Signature Page Follows)

AGREED as of the Effective Date.

CLACKAMAS COUNTY

NORTHWEST HOUSING ALTERNATIVES, INC.

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

Signing on Behalf of the Board,

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

By: 
Trell Anderson, Executive Director

By: _____
Recording Secretary

Dated: 8/26/19

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: ESG Policies

September 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval to Apply for Grants from Portland General Electric (PGE) Drive Change Fund
to advance the electrification of the elderly & disabled transportation network**

Purpose/Outcomes	Agreement with PGE to provide funding for project specific electric vehicles and charging stations to enhance transportation services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$575,000. The contract would be funded by Oregon Clean Fuels program administered by Oregon Dept. of Environmental Quality.
Funding Source	Oregon Clean Fuels program administered by Oregon Dept. of Environmental Quality - no County General Funds are involved.
Duration	Anticipated award September 1, 2019 and terminates on December 31, 2020
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for grant funds from the Portland General Electric (PGE) Drive Change Fund to enhance electric vehicle options in rural areas of Clackamas County that provide services to seniors, persons with disabilities and low income households. The county proposes placing charging locations at two senior centers located in Molalla and Estacada, along with providing an electric, or electric hybrid, vehicle for each centers. These vehicles would be used to provide rides to vulnerable citizens in their communities. In addition, Social Services proposes purchasing two electric, or hybrid, vehicles for use in the Transportation Reaching People (TRP) program. TRP provides rides to seniors and persons with disabilities county-wide to medical appointments and other essential services that allow them to remain in their homes and communities throughout Clackamas County.

Additional for this project, Social Services would like to purchase two electric vehicles for use by case managers who provide home and community based services to vulnerable residents' county wide, along with updating the charging station infrastructure on the County's Red Soils campus and adding two charging stations.

Social Services is working with Fleet Services, Facilities Management and DTD-Sustainability & Solid Waste on this project to coordinate county campus improvements as well as coordination to work toward the County's objective of reducing emissions and providing alternative to traditional transportation modes regionally.

The grant would provide funding for up to (6) electric or electric hybrid vehicles with (4) new charging stations for these vehicles and improvements to (4) existing charging stations at the Red Soils Campus. No County General Funds are involved. The award would fund capital equipment costs, all costs associated with the charging stations, projected maintenance costs for up to (3) years, network/licenses fees for charging updates for up to (3) years, project management costs and administration costs at or below 10%. The PGE funding, if awarded, will provide increased transportation options for Clackamas County Social Services Division TRP and two rural community partners while decreasing emissions of these programs.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Kelly A. Cook, HHS Deputy Director/FOA

Richard Swift, Director
Health Housing & Human Services Dept.

PGE Drive Change Fund Certification

Complete and submit this certification as an attachment to the Drive Change Fund Application.

As an authorized representative for the applicant organization:

- I certify that I have reviewed the applicant as well as the award recipient requirements and guidelines, understand that should this project be awarded funding, my organization and project will be able to meet the technical requirements and award recipient requirements as described on the Portland General Electric website.*
- I attest that the information provided above responding to this application is both accurate and current, and that funding described in this application as secured has actually been secured.*
- If new or upgraded electrical service is required, I attest that a service request has been submitted to Portland General Electric or the electric utility that serves the site where the infrastructure will be located.*
- I understand that submitting an application in no way obligates Portland General Electric to provide funding and that funds are distributed at the sole discretion of Portland General Electric.*

Signature: _____ Date: _____
Printed Name: Richard Swift
Director, Health Housing & Human Services
Title: Dept.
Company: Clackamas County
Phone Number: 503-650-5694

If this project includes onsite infrastructure, and the project applicant is not the property owner, the property owner must sign below.

As the property owner at [address] _____, I certify that I have reviewed the application, along with supporting documentation, and that I support the project as described.

Signature: _____ Date: _____
Printed Name: _____
Title: _____
Company: _____
Phone Number: _____

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: PGE Drive Change Fund
Funding Source: Federal State Local: Portland General Electric
Requestor Information (Name of staff person Initiating form): Stefanie Reid-Danielson
Requestor Contact Information: stefanlere@clackamas.us 503-655-8330
Department Fiscal Representative: Same
Program Name or Number (please specify): PGE Grant
Brief Description of Project:

This grant will providing funding to purchase up to (6) electric, or plug-in hybrid, vehicles. (2) will be used to enhance the fleet of the Transportation Reaching People Program. (2) will be used by Social Services' staff to conduct home visits. (2) would be outstationed at the Estacada and Molalla community centers for use in providing transportation services for older adults. The grant also includes funding for (2) additional charging stations and upgrades to (4) stations on the County Red Soils Campus and (1) station at each community center.

Name of Funding (Granting) Agency: Portland General Electric

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.portlandgeneral.com/business/make-my-business-more-sustainable/electric-fleets-charging-stations/the-pge-drive-change-fund>

OR

Application Packet Attached: Yes No

Completed By: Stefanie Reid-Danielson 8/27/19
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: After 8/30/19
CFDA(s), if applicable: N/A
Announcement Date: 6/13/19 Announcement/Opportunity #: _____
Grant Category/Title: PGE Drive Change Fund Max Award Value: \$ 575,000
Allows Indirect/Rate: N/A Match Requirement: N/A
Application Deadline: 8/30/19 Other Deadlines: _____
Grant Start Date: Upon Award Other Deadline Description: _____
Grant End Date: 12 months from Award Projects must be in service within 12 months of award
Completed By: _____ Program Income Requirement: None
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant support the Department and/or Division's Mission/Purpose/Goals?*

These funds would increase the Divisions ability to provide transportation services to older adults and people with disabilities, thus increasing their independence and quality of life. The grant would also support the County's goal of decreasing fossil fuel emissions.

2. *What, if any, are the community partners who might be better suited to perform this work?*

At this time there are no community partners better suited to take the lead. This project is being developed in close coordination with the Estacada Community Center & the Molalla Adult Community Center.

3. *What are the objectives of this grant? How will we meet these objectives?*

The objective of the grant is to increase the electric vehicle infrastructure in the PGE service area, with a focus on low income and rural communities. This objective will be met by prioritizing two rural communities in Clackamas County, and providing enhanced services to older adults and persons with a disability.

4. *Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

These funds will support existing transportation programs operated by the county and our community partners. Funds will also expand the number of electric and hybrid vehicles available to Social Services' staff.

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

Yes, Social Services Administrations has sufficient staff to manage this grant.

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

This project is a partnership with the Estacada Community Center and the Molalla Adult Community Center, operated by Foothills Community Church. Their roles are to utilize the newly developed electric vehicle infrastructure once it is in place. The County Departments that are also participating are Fleet Services, Facilities, and Sustainability and Solid Waste. Their roles are to integrate this new infrastructure into existing plans for reducing the county's carbon footprint.

3. *If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

This is not a pilot project.

4. *If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

This grant will not create a new program but will enhance existing programs.

Collaboration

1. List County departments that will collaborate on this award, if any.

Fleet Services, Facilities, and DTD-Sustainability & Solid Waste.

Reporting Requirements

1. What are the program reporting requirements for this grant?

Quarterly reporting as the project progresses followed by a completion report after vehicles are purchased and infrastructure installation is completed. After the completion report is submitted, an annual report will be due for 3 years for the vehicles and up to 10 years for the charging infrastructure.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance will be measured by rides delivered, miles driven and cost per mile/hour when compared to existing vehicles. For the charging stations, we will develop a reporting relationship with our back end vendor who is operating the stations to determine the use of the stations by the following groups: fleet vehicles, county employees, and members of the general public. Success will be measured by increased use in each of these groups. Data sources for transportation already exists and are housed within Social Services. Data sources for Charging stations will be developed and housed within Social Services as well.

3. What are the fiscal reporting requirements for this grant?

see response to #1 above.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, this grant will provide up to \$575,000 in additional electric vehicle infrastructure in three regions in the county. The costs of administering the grant are minimal.

2. Are other revenue sources required? Have they already been secured?

No other revenue sources are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

No match is required.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Up to 10% of Administrative costs will be included in addition to the project management costs.

Program Approval:

Teresa Christopherson

8/22/19

Teresa Christopherson


Name (Typed/Printed)

Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Dublin	8-27-19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge	8/27/19	
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

September 5, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Oregon Department of Veterans' Affairs for
FY 2020 Distribution of Funds

Purpose/Outcomes	Oregon Department of Veterans' Affairs will continue to provide operational funding for the County Veterans' Services Office.
Dollar Amount and Fiscal Impact	\$269,398
Funding Source	Oregon Department of Veterans' Affairs and County General Funds.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with Social Services Division's strategic priority to help people in need live with self-reliance and independence. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	N/A

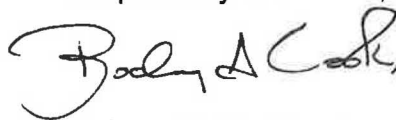
BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department operates the Veterans' Service Office for Clackamas County. Approval to Apply for Oregon Department of Veterans' Affairs (ODVA) FY2020 funding is requested to receive operational funding for the County Veterans' Services Office (CVSO). The expected result over time is that more Clackamas County veterans will obtain service connected disability, needs based pension, Veterans' Affairs (VA) health care and other benefits earned through military service. ODVA funding in FY18-19 resulted in 952 initial claims filed, more than \$11,757,000 in claims awarded, and 31 outreach sessions conducted reaching more than 350 veterans and veteran service providers. The dollar amount will increase as VA processes more filed claims. Staff have also engaged regularly with the Veterans Advisory Council and Homeless Veterans Coordination Team. Two staff attended the National CVSO conference. Funding term is July 1, 2019 to June 30, 2020. A total of \$598,122 County General Funds are budgeted and are included on the application. A portion of this is rollover funds that will be incorporated into a budget adjustment in October 2019.

RECOMMENDATION:

Staff recommends the approval of the grant application, and that Gary Schmidt, County Administrator, be authorized to sign all documents necessary on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

 HHS DEPUTY DIRECTOR, FOR

Richard Swift, Director
Health, Housing and Human Services Department

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant
Lead Department: H3S/SSD Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
Name of Funding Opportunity: Oregon Dept of Veterans' Affairs (ODVA) County Application
Funding Source: Federal State Local:
Requestor Information (Name of staff person initiating form): Erika Silver
Requestor Contact Information: x5725
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): Clackamas County Veterans' Service Office (CVSO)
Brief Description of Project:

This grant provides core operational funding for the County Veterans' Services Office. Last year staff met with 2,040 veterans and filed 952 initial claims, 91 appeals and helped 50 veterans apply for VA health care. 900 claims were granted. In total the efforts of the Clackamas County Veterans Service Office brought in more than \$11,757,000 in new money for Clackamas County veterans. This figure will increase as the VA continues to process filed claims.

Name of Funding (Granting) Agency: Oregon Dept. of Veterans' Affairs

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/odva/Connect/Pages/Grants.aspx>

OR

Application Packet Attached: Yes No

Completed By: Erika Silver and Jennifer Snook Date 08/28/2019

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 08/22/2019
CFDA(s), if applicable: N/A
Announcement Date: N/A Announcement/Opportunity #: N/A
Grant Category/Title: N/A Max Award Value: \$269,398
Allows Indirect/Rate: N/A Match Requirement: N/A
Application Deadline: 09/06/2019 Other Deadlines: _____
Grant Start Date: 07/01/2019 Other Deadline Description: Need application signed by Gary Schmidt on BCC meeting date, 9-5-19, and returned same day to Soc. Services to meet grant deadline.
Grant End Date: 06/30/2019
Completed By: Jessica Diridoni Program Income Requirement: low-income
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)


Date

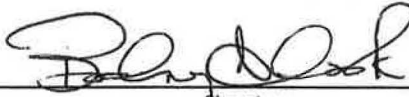
Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

*** ATTORNEY GENERAL'S REQUIRED BY THE FUNDING AGENCY: COUNTY FINANCE OR ADMIN. MAIL 368 ***

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	08/28/2019	 FOR B.D.
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	08/28/2019	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.



This is a fillable form. Save the form to your computer, complete the form, print, sign, scan and send electronically.

A county must complete and submit this form along with the required documents listed below to the Oregon Department of Veterans' Affairs **no later than September 6, 2019** in order to receive state funds for the county's veteran services office. Please submit the documents to: CVSO-NSOFunding@ODVA.state.or.us.

SUBMIT TO: CVSO-NSOFunding@ODVA.state.or.us

TIME PERIOD

July 1, 2019 to June 30, 2020

CONTACT INFORMATION

Oregon Department of Veterans' Affairs Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285
For questions, please call: (503) 373-2090

COUNTY

Clackamas County

Budgeted Revenue for July 1, 2019 to June 30, 2020

ITEM	AMOUNT
County Funds	\$ 521,184
Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)</i>	\$ 76,938
ODVA Funds for 2019-20	\$ 269,398
Other Funds <i>(Identify source)</i>	\$
TOTAL REVENUE	\$ 867,520

Budgeted Expenditures for July 1, 2019 to June 30, 2020

TOTAL BUDGETED EXPENDITURES \$ 867,520

(NOTE: Budgeted expenditures should match budgeted revenue)

Required Documents

- A copy of the approved budget for county veterans services office for the fiscal year 2020.
- A copy of the actual revenue and expenditures for the prior fiscal year, **if changed since submission with fourth quarter report.**
- *A description of the planned use of the carry-forward funds from FY 2019, if applicable.*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract. N/A

CERTIFICATION

By my signature below, I hereby certify the following: the county is applying for funds for the county veterans' service office from the Oregon Department of Veterans' Affairs; the county will use these funds only as provided in ORS 406.310 and ORS 406.450 – 406.460; the county will comply with the Oregon Administrative Rules in Chapter 274, Division 030 that govern these funds; and the county will submit quarterly reports of activities and expenditures to the Oregon Department of Veterans' Affairs no later than the 30th day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge

Gary Schmidt

Signature of County Commissioner/Judge

Date Signed

Title of Signer

County Administrator

Email Address

gschmidt@clackamas.us

Telephone Number

503-742-5908

ODVA APPROVED FOR FUNDING

Authorized Signature

Date

<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
FUND: 242 Social Services Fund DEPT: 4341 Community Action Agencies				
PROGRAM: 05280 Veterans Enhancement Grant				
<u>Grant Revenue</u>				
332244 State Veterans' Office	13,083.00	0.00	-13,083.00	0.00
Total Grant Revenue	13,083.00	0.00	-13,083.00	0.00
<u>Interfund Transfers</u>				
390100 I/F Transfer From Fund 100	205,014.00	0.00	-205,014.00	0.00
Total Interfund Transfers	205,014.00	0.00	-205,014.00	0.00
Total PROGRAM 05280	218,097.00	0.00	-218,097.00	0.00
Total DEPT 4341	218,097.00	0.00	-218,097.00	0.00

REV FY 19-20

**Clackamas County
Financial Management System
Revenue Comparison Report**
Business Unit: CLACK
Budget Period: 2020
As of Accounting Period: 12 - June

Fund: 242 To 242
DeptID: 4341 To 4345
Program: 05280 To 05280

Report ID: GL002Z
Run Date: 8/27/2019
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<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>	
FUND: 242 Social Services Fund					
DEPT: 4344 CAA Information & Assistance					
PROGRAM: 05280 Veterans Enhancement Grant					
	<i>Carry Forward From 18-19 76,938</i>				
<u>Grant Revenue</u>					
332244 State Veterans' Office	272,108.00	<i>265,315</i>	0.00	-272,108.00	0.00
Total Grant Revenue	272,108.00	0.00	-272,108.00	0.00	
<u>Interfund Transfers</u>					
390100 I/F Transfer From Fund 100	377,315.00	<i>316,170</i>	0.00	-377,315.00	0.00
Total Interfund Transfers	377,315.00	0.00	-377,315.00	0.00	
Total PROGRAM 05280	649,423.00	0.00	-649,423.00	0.00	
Total DEPT 4344	649,423.00	0.00	-649,423.00	0.00	
Total FUND 242	867,520.00	0.00	-867,520.00	0.00	
Report Total	867,520.00	0.00	-867,520.00	0.00	

EXP FY 19-20

Fund: 242 To 242 DeptID: 4341 To 4345 Program: 05280 To 05280	Clackamas County Financial Management System Statement of Encumbrances and Expenditures Business Unit: CLACK Budget Period: 2020 As of Accounting Period: 12 - June	Report ID: GL001Z Run Date: 8/27/2019 Run Time: 2:28:25 PM Page 1 of 2
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Account	Appropriation	Encumbered	Expenditures	Avail. Balance	PCT Used
FUND: 242 Social Services Fund					
DEPT: 4341 Community Action Agencies					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	24,573.00	0.00	2,804.17	21,768.83	11.41
415000 Fringe Benefits	11,589.00	0.00	1,225.82	10,363.18	10.58
415020 Worker Compensation	3,535.00	0.00	0.00	3,535.00	0.00
Total Personal Services	39,697.00	0.00	4,029.99	35,667.01	10.15
<u>Materials & Services</u>					
435180 Casualty Insurance	2,852.00	0.00	0.00	2,852.00	0.00
438110 Office Rental	11,278.00	0.00	0.00	11,278.00	0.00
Total Materials & Services	14,130.00	0.00	0.00	14,130.00	0.00
<u>Cost Allocation Charges</u>					
477200 Division Indirect Costs	99,214.00	0.00	0.00	99,214.00	0.00
478101 Finance Allocated Costs	14,832.00	0.00	0.00	14,832.00	0.00
478102 Technology Services Alloc Cost	21,226.00	0.00	0.00	21,226.00	0.00
478103 Building Maintenance Allocated	11,196.00	0.00	0.00	11,196.00	0.00
478104 PGR Allocated Costs	3,138.00	0.00	0.00	3,138.00	0.00
478105 Records Management Allocated C	119.00	0.00	0.00	119.00	0.00
478106 Purchasing Services Allocated	525.00	0.00	0.00	525.00	0.00
478107 County Courier Allocated Cost	119.00	0.00	0.00	119.00	0.00
478111 Personnel Administration Alloc	8,705.00	0.00	0.00	8,705.00	0.00
478112 County Administration Allocate	2,505.00	0.00	0.00	2,505.00	0.00
478117 Mailroom Overhead	923.00	0.00	0.00	923.00	0.00
478201 Electric Utility Allocation	1,100.00	0.00	0.00	1,100.00	0.00
478202 Natural Gas Utility Allocation	106.00	0.00	0.00	106.00	0.00
478203 Water Utility Allocation	407.00	0.00	0.00	407.00	0.00
478204 Trash Removal Allocation	155.00	0.00	0.00	155.00	0.00
Total Cost Allocation Charges	164,270.00	0.00	0.00	164,270.00	0.00
Total PROG 05280	218,097.00	0.00	4,029.99	214,067.01	1.85
Total DEPT 4341	218,097.00	0.00	4,029.99	214,067.01	1.85

EXP FY-19-20

Clackamas County
Financial Management System
Statement of Encumbrances and Expenditures

Fund: 242 To 242
 DeptID: 4341 To 4345
 Program: 05280 To 05280

Business Unit: CLACK
 Budget Period: 2020
 As of Accounting Period: 12 - June

Report ID: GL001Z
 Run Date: 8/27/2019
 Run Time: 2:28:25 PM
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<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
FUND: 242 Social Services Fund					
DEPT: 4344 CAA Information & Assistance					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	316,314.00	0.00	35,959.14	280,354.86	11.37
413000 Temporary Workers	71,262.00	0.00	6,737.09	64,524.91	9.45
415000 Fringe Benefits	226,367.00	0.00	27,145.46	199,221.54	11.99
Total Personal Services	613,943.00	0.00	69,841.69	544,101.31	11.38
<u>Materials & Services</u>					
421100 General Office Supplies	1,500.00	0.00	0.00	1,500.00	0.00
421110 Postage	1,250.00	0.00	0.00	1,250.00	0.00
421210 Computer Hardware/Software-Non	7,593.00	0.00	3,143.00	4,450.00	41.39
432100 Telephone	5,500.00	0.00	0.00	5,500.00	0.00
432400 Advertising	1,000.00	0.00	0.00	1,000.00	0.00
433100 Travel & Per Diem (NO MILEAGE)	5,500.00	0.00	106.50	5,393.50	1.94
433110 Mileage Reimbursement	4,500.00	0.00	317.84	4,182.16	7.06
434100 Printing & Duplicating Service	2,000.00	0.00	0.00	2,000.00	0.00
437260 Office Furn & Equip Non-Capita	1,000.00	0.00	0.00	1,000.00	0.00
438220 Copier Rental	2,737.00	2,222.88	0.00	514.12	0.00
439100 Dues & Memberships	400.00	0.00	0.00	400.00	0.00
439200 Training & Staff Development	2,000.00	0.00	0.00	2,000.00	0.00
439400 Publications & Subscriptions	500.00	0.00	0.00	500.00	0.00
Total Materials & Services	35,480.00	2,222.88	3,567.34	29,689.78	10.05
Total PROG 05280	649,423.00	2,222.88	73,409.03	573,791.09	11.30
Total DEPT 4344	649,423.00	2,222.88	73,409.03	573,791.09	11.30
Total FUND 242	867,520.00	2,222.88	77,439.02	787,858.10	8.93
Report Total	867,520.00	2,222.88	77,439.02	787,858.10	8.93

REV FY 18-19

Clackamas County
Financial Management System
Revenue Comparison Report
 Business Unit: CLACK
 Budget Period: 2019
 As of Accounting Period: 12 - June

Fund: 242 To 242
 DeptID: 4341 To 4345
 Program: 05280 To 05280

Report ID: GL002Z
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<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
FUND: 242 Social Services Fund				
DEPT: 4341 Community Action Agencies				
PROGRAM: 05280 Veterans Enhancement Grant				
<u>Grant Revenue</u>				
332244 State Veterans' Office	13,083.00	71,297.63	58,214.63	544.96
Total Grant Revenue	13,083.00	71,297.63	58,214.63	544.96
<u>Interfund Transfers</u>				
390100 I/F Transfer From Fund 100	211,941.00	211,941.00	0.00	100.00
Total Interfund Transfers	211,941.00	211,941.00	0.00	100.00
Total PROGRAM 05280	225,024.00	283,238.63	58,214.63	125.87
Total DEPT 4341	225,024.00	283,238.63	58,214.63	125.87

Rev FY 18-19

<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
FUND: 242 Social Services Fund DEPT: 4344 CAA Information & Assistance				
PROGRAM: 05280 Veterans Enhancement Grant				
<u>Fund Bal End Prior Year</u>				
302003 Restricted Fund Bal at End of	89,000.00	89,000.00	0.00	100.00
Total Fund Bal End Prior Year	89,000.00	89,000.00	0.00	100.00
<u>Grant Revenue</u>				
332244 State Veterans' Office	272,108.00	142,595.26	-129,512.74	52.40
Total Grant Revenue	272,108.00	142,595.26	-129,512.74	52.40
<u>Interfund Transfers</u>				
390100 I/F Transfer From Fund 100	286,145.00	286,145.00	0.00	100.00
Total Interfund Transfers	286,145.00	286,145.00	0.00	100.00
Total PROGRAM 05280	647,253.00	517,740.26	-129,512.74	79.99
Total DEPT 4344	647,253.00	517,740.26	-129,512.74	79.99
Total FUND 242	872,277.00	800,978.89	-71,298.11	91.83
Report Total	872,277.00	800,978.89	-71,298.11	91.83

Grant Receivable
not posted yet

71,297.63
 872,276.52

EXP FY 18-19

Fund: 242 To 242 DeptID: 4341 To 4345 Program: 05280 To 05280	Clackamas County Financial Management System Statement of Encumbrances and Expenditures Business Unit: CLACK Budget Period: 2019 As of Accounting Period: 12 - June	Report ID: GL001Z Run Date: 8/27/2019 Run Time: 4:44:52 PM Page 1 of 2
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<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
FUND: 242 Social Services Fund					
DEPT: 4341 Community Action Agencies					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	23,332.00	0.00	23,144.92	187.08	99.20
415000 Fringe Benefits	11,819.00	0.00	9,561.56	2,257.44	80.90
415020 Worker Compensation	3,784.00	0.00	3,934.55	(150.55)	103.98
Total Personal Services	38,935.00	0.00	36,641.03	2,293.97	94.11
<u>Materials & Services</u>					
421100 General Office Supplies	0.00	0.00	5.67	(5.67)	0.00
421110 Postage	0.00	0.00	2,281.63	(2,281.63)	0.00
422400 Food	0.00	0.00	272.96	(272.96)	0.00
433110 Mileage Reimbursement	0.00	0.00	14.18	(14.18)	0.00
435180 Casualty Insurance	3,544.00	0.00	3,685.26	(141.26)	103.99
437960 Property Rental Expense	0.00	0.00	435.00	(435.00)	0.00
438110 Office Rental	12,361.00	0.00	12,853.51	(492.51)	103.98
Total Materials & Services	15,905.00	0.00	19,548.21	(3,643.21)	122.91
<u>Cost Allocation Charges</u>					
477200 Division Indirect Costs	108,365.00	0.00	105,399.60	2,965.40	97.26
478101 Finance Allocated Costs	15,796.00	0.00	16,423.88	(627.88)	103.97
478102 Technology Services Alloc Cost	20,515.00	0.00	21,332.60	(817.60)	103.99
478103 Building Maintenance Allocated	10,425.00	0.00	10,840.22	(415.22)	103.98
478104 PGR Allocated Costs	1,298.00	0.00	1,349.59	(51.59)	103.97
478105 Records Management Allocated C	529.00	0.00	550.32	(21.32)	104.03
478106 Purchasing Services Allocated	485.00	0.00	504.38	(19.38)	104.00
478107 County Courier Allocated Cost	255.00	0.00	265.20	(10.20)	104.00
478111 Personnel Administration Alloc	7,226.00	0.00	7,513.64	(287.64)	103.98
478112 County Administration Allocate	2,436.00	0.00	2,532.57	(96.57)	103.96
478117 Mailroom Overhead	845.00	0.00	879.16	(34.16)	104.04
478201 Electric Utility Allocation	1,279.00	0.00	1,330.00	(51.00)	103.99
478202 Natural Gas Utility Allocation	122.00	0.00	127.27	(5.27)	104.32
478203 Water Utility Allocation	444.00	0.00	461.26	(17.26)	103.89
478204 Trash Removal Allocation	164.00	0.00	170.05	(6.05)	103.69
Total Cost Allocation Charges	170,184.00	0.00	169,679.74	504.26	99.70
Total PROG 05280	225,024.00	0.00	225,868.98	(844.98)	100.38
Total DEPT 4341	225,024.00	0.00	225,868.98	(844.98)	100.38

EXP FY 18-19

Fund: 242 To 242 DeptID: 4341 To 4345 Program: 05280 To 05280	Clackamas County Financial Management System Statement of Encumbrances and Expenditures Business Unit: CLACK Budget Period: 2019 As of Accounting Period: 12 - June	Report ID: GL001Z Run Date: 8/27/2019 Run Time: 4:44:52 PM Page 2 of 2
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<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
FUND: 242 Social Services Fund					
DEPT: 4344 CAA Information & Assistance					
PROGRAM: 05280 Veterans Enhancement Grant					
<u>Personal Services</u>					
411100 Regular Full Time Employees	302,892.00	0.00	300,644.88	2,247.12	99.26
413000 Temporary Workers	73,000.00	0.00	10,845.28	62,154.72	14.86
414030 Overtime	0.00	0.00	164.47	(164.47)	0.00
415000 Fringe Benefits	218,870.00	0.00	208,922.57	9,947.43	95.46
Total Personal Services	594,762.00	0.00	520,577.20	74,184.80	87.53
<u>Materials & Services</u>					
421100 General Office Supplies	1,500.00	0.00	576.75	923.25	38.45
421110 Postage	1,250.00	0.00	1,023.32	226.68	81.87
421210 Computer Hardware/Software-Non	5,593.00	0.00	12,592.95	(6,999.95)	225.16
424610 Fuel & Vehicle Rental	0.00	0.00	52.57	(52.57)	0.00
431510 Pre-Employment Tests	0.00	0.00	149.00	(149.00)	0.00
432100 Telephone	5,500.00	0.00	6,715.81	(1,215.81)	122.11
432400 Advertising	1,000.00	0.00	0.00	1,000.00	0.00
433100 Travel & Per Diem (NO MILEAGE)	5,500.00	0.00	8,927.10	(3,427.10)	162.31
433110 Mileage Reimbursement	4,500.00	0.00	1,214.56	3,285.44	26.99
434100 Printing & Duplicating Service	2,000.00	0.00	370.76	1,629.24	18.54
437260 Office Furn & Equip Non-Capita	1,000.00	0.00	9,306.37	(8,306.37)	930.64
438220 Copier Rental	2,737.00	370.48	2,222.88	143.64	81.22
439100 Dues & Memberships	400.00	0.00	540.00	(140.00)	135.00
439200 Training & Staff Development	2,000.00	0.00	700.00	1,300.00	35.00
439400 Publications & Subscriptions	500.00	0.00	486.87	13.13	97.37
450001 Program Expense	19,011.00	0.00	3,845.79	15,165.21	20.23
454300 Records Destruction	0.00	0.00	167.08	(167.08)	0.00
Total Materials & Services	52,491.00	370.48	48,891.81	3,228.71	93.14
Total PROG 05280	647,253.00	370.48	569,469.01	77,413.51	87.98
Total DEPT 4344	647,253.00	370.48	569,469.01	77,413.51	87.98
Total FUND 242	872,277.00	370.48	795,337.99	76,568.53	91.18
Report Total	872,277.00	370.48	795,337.99	76,568.53	91.18

August 28, 2019

Oregon Department of Veterans' Affairs
Statewide Veteran Services
700 Summer St NE Salem, OR 97301-1285

Re: Carryover Explanation and Plan

Clackamas County has a \$76,938 carry over of County Funds from the 17-18 fiscal year. This was caused when we knew we were going to be getting an increase in funding from ODVA and planned to hire a fourth Veteran Service Officer. It turned out that an internal candidate was selected, but this Navy Veteran was already a case manager for highly vulnerable homeless veterans with serious mental illness. Therefore, in order not to destabilize the veterans already being served, the move to CVSO did not occur until the case management position was refilled. These two hiring processes occurred back to back and were as streamlined as possible but still resulted in the underspending.

Two veterans have been hired on a temporary basis for specific projects which will expend these carry over funds. One veteran is scanning in relevant documents from old paper files to the VetraSpec online database, as well as old paper copies of DD-214s and death certificates that the VSO has been retaining for many years in case veterans or their survivors need them. The second veteran is assisting with outreach to homeless veterans throughout the county, as well as homelessness prevention and housing problem solving for veterans at imminent risk of homelessness.

Please contact me if there are any questions about this carry over explanation and plan.

Respectfully,



Erika Silver
Human Services Manager
(503) 650-5725
esilver@clackamas.us