

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s  
Commission to provide Evidence-based Parenting Education Classes

<b>Purpose/Outcome</b>	Clackamas County Children’s Commission (CCCC) will conduct three English class series of Circle of Security, a relationship-based parenting program, and one English class series of Nurturing Parenting ABC’s, targeting families at risk for abuse and neglect in Clackamas County. Class series may be conducted in person or virtually to best meet the health and safety needs of the community.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$12,920.47 No Impact to County and no match required.
<b>Funding Source</b>	Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC)
<b>Duration</b>	August 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/28/20, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9826

**BACKGROUND:**

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

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$12,920.47.

**RECOMMENDATION:**

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

*Healthy Families. Strong Communities.*

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

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

Respectfully submitted,

*Richard Alcock*, HHS Deputy for

Richard Swift, Director  
Health, Housing & Human Services

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9826</b>	
Program Name: <b><i>OPEC Parenting Education</i></b> Program/Project Number: 06162	
This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>Clackamas County Children's Commission</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b><i>Ke'ala Adolpho</i></b>	Program Manager: <b><i>Chelsea Hamilton</i></b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 kadolpho@clackamas.us	Children, Family & Community Connections 150 Beaver creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b><i>Carlos Valles</i></b>	Program Representative: <b><i>Darcee Kilsdonk</i></b>
Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565 carlosv@cccchs.org	Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 503-675-4565 darceek@cccchs.org
EIN: 93-0624672	

**RECITALS**

1. Clackamas County Children's Commission (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series' to parents of children ages birth to 5 years who are living in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct three English class series of Circle of Security, a relationship-based parenting program, and one English class series of Nurturing Parenting ABC's, targeting families at risk for abuse and neglect. Class series may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$12,920.47**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

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

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of its services.
11. **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 Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, 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) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

## 12. Compliance with Applicable Laws

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

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

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

### 13. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY 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.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

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



- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

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

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**SUBRECIPIENT**

Clackamas County Children's Commission  
16518 SE River Road  
Milwaukie, OR 97267

**CLACKAMAS COUNTY**

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

By: *Darcee Kilsdonk*  
Darcee Kilsdonk, Executive Director

Dated: 08/04/2020

**Signing on behalf of the Board:**

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

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

Approved as to budget and work plan:

*Adam Freer*  
Adam Freer, Director  
Children, Family & Community Connections

Dated: August 5, 2020

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

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with  
Oregon City Together for youth marijuana and substance abuse prevention efforts in  
Clackamas County.

<b>Purpose/Outcome</b>	Oregon City Together (OCT) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol and provide youth marijuana and substance abuse awareness and prevention in Clackamas County. Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted in their work plan.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds \$30,000 for a maximum value of \$90,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-22-20, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 562-676-7675
<b>Contract No.</b>	CFCC -9095

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Oregon City Together (OCT) for youth marijuana and substance abuse awareness and prevention programs in Clackamas County. The primary goals will be to increase parent awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide outreach to middle-school youth. Student and parent participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$30,000 for a maximum value of \$90,000. It has been reviewed and approved by County Counsel.

*Healthy Families. Strong Communities.*


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

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

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Ralyn Alcock, H3S deputy, FOR". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing & Human Services

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

Local Grant Agreement Number: 9094	Board Order Number: n/a
Department/Division: H3S-CFCC	Amendment No. 2
Local Recipient: Oregon City Together	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

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

This Amendment adds to the maximum compensation, adds July 1 '20-June 30 '21 Work Plan, and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$90,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

**AMEND:**

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

**TO READ:**

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

**AMEND:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$60,000 [thirty-thousand dollars]**.

**TO READ:**

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$90,000**.

**REPLACE:**

Exhibit B: Oregon City Together – YSAP Budget

**WITH:**

<b>Organization:</b>	Oregon City Together			
<b>Program Name:</b>	Youth Substance Abuse Prevention			<b>Contract: 9094 Amend 2 - YSAP</b>
<b>Program Contact:</b>	Pam Wilson			
<b>Agreement Term:</b>	10/01/2018 to 6/30/2021			
<b>Approved Award Budget Categories</b>	<b>Approved Budget 10/1/18 - 6/30/19</b>	<b>Approved Budget 7/1/19 - 6/30/20</b>	<b>Approved Budget 7/1/20 - 6/30/21</b>	<b>Total Budget</b>
<b>Personnel Services</b>				
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Services</b>	\$ -	\$ -	\$ -	\$ -
<b>Administration</b>				
Oregon City School District - Fiscal Agent	\$ 300.00	\$ 300.00	\$ 300.00	\$ 900.00
<b>Program</b>				
<b>Materials/Supplies</b>				
Project Supplies	\$ 2,995.00	\$ 2,000.00	\$ 2,500.00	\$ 7,495.00
Campaign/Educational Materials	\$ 4,428.00	\$ 3,626.00	\$ 4,000.00	\$ 12,054.00
Event Venues and Equipment (Teen Brain Community Event)	\$ 1,258.00	\$ 700.00	\$ 12,000.00	\$ 13,958.00
Food for incentives and focus groups (if in-person)	\$ 1,940.00	\$ 4,000.00	\$ 1,000.00	\$ 6,940.00
Educational and focus group incentives	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 3,100.00
Insurance	\$ -	\$ -	\$ -	\$ -
Mileage	\$ 2,654.00	\$ 400.00	\$ 400.00	\$ 3,454.00
Training/Conference				
<b>Additional (please specify)</b>				
Professional Fees and Contracts	\$ 14,925.00	\$ 18,174.00	\$ 9,000.00	\$ 42,099.00
<b>Total Programmatic Costs</b>	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 90,000.00
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$90,000.00</b>

**ID:**

**Exhibit A-2: Oregon City Together – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021**

**Provider:** Oregon City Together  
**Activity:** Youth Substance Abuse Prevention  
**Work Plan Period:** July 1, 2020-June 30, 2021

Activities/Outputs	Intermediate Outcomes/ Measurement Tool	Measures	July – Sept	Oct. – Dec.	Jan. – March	April – June	Total
<p><u>Parent Engagement and Education:</u>                      Where applicable, services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted.</p> <ul style="list-style-type: none"> <li>Conduct short survey of parents to determine current perceptions, knowledge, and effective strategies and messages for engagement in our current environment. This survey will be in addition to the annual survey of all parents in the school district.</li> <li>Conduct minimum of 4 online focus groups/listening sessions comprised of middle school parents. Use the focus groups to further test needs as well as the feasibility of developing ongoing virtual coffee chats/talking circles to support positive parenting skills. One focus group for Latino parents.</li> <li>Adapt current educational campaign messages, strategies and tools for the current environment. This may include POP display at liquor store as well as info that goes with liquor pick-up and delivery.</li> <li>By June 30, 2021, educate a minimum of 200 parents of middle-schoolers on risks, protective factors and positive parenting skills.</li> <li>By June 30, 2021, reach at least 500 parents, 3 times on risks and prevention strategies with targeted digital messaging and other communication tools.</li> </ul>	<p>Positive parent response on related questions in the annual OCT Parent Survey. 85% of participants will report increased awareness and knowledge, compared to previous OCT Parent Survey.</p> <p>Survey of participants of online event shows at least 85% increase in awareness and knowledge.</p>	# focus groups					
		# participants in focus groups					
		% of movement in positive parenting benchmarks in annual parent survey					
		# parents reached via digital communications and all other channels					
		# online events					
		# participants in online events					
		% of online event participants reporting increased awareness					

Activities/Outputs	Intermediate Outcomes/ Measurement Tool	Measures	July - Sept.	Oct. - Dec.	Jan. - March	April - June	Total
<p><u>Youth Engagement and Education:</u>                      Where applicable, services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted.</p> <ul style="list-style-type: none"> <li>Partner with middle schools to develop a minimum of 2 online contests around themes that engage youth in a fun way while building youth resilience, competencies and skills. Topics to complement school curriculum. For example, a contest that fits with school's art curriculum as well as increasing students' awareness of National Drug Prevention Week topics.</li> <li>Conduct National Drug Prevention Week educational activities for each middle school. These may be in-school or online.</li> <li>Provide 5<sup>th</sup> grades and middle schools with Red Ribbon Week materials. Develop and provide Red Ribbon Week kits for individual students to take home and participate.</li> <li>Conduct a minimum of 2 online focus groups/listening sessions of middle-schoolers to explore perceptions, knowledge and strategies</li> </ul>	<p>85% increase in perception of harm of using marijuana among 6<sup>th</sup> graders as seen in the 2020 and 2022 Oregon Student Wellness Surveys.</p>	# contests					
		# youth participating in contests					
		# Red Ribbon Week kits distributed					
		# schools hosting Red Ribbon Week display/activity					
		# schools hosting National Drug Prevention Week display/activity					
		# focus groups					
		# participants in focus groups					

Activities/Outputs	Intermediate Outcomes/ Measurement Tool	Measures	July - Sept.	Oct. - Dec.	Jan. - March	April - June	Total
<p><u>Community Education:</u></p> <ul style="list-style-type: none"> <li>Develop community campaign to increase awareness of adolescent brain development and harmful effects of youth marijuana use to counter negative community norm. Rent large, blow-up walk-through brain to generate attention. Campaign may include a safe community event, direct mail, owned media, earned media, paid media, brain scavenger hunt and speaker/online webinar. <b>If unable to meet the required health and safety guidelines for this event.</b></li> </ul>	<p>Survey of participants of speaker/online event shows at least 85% percent increase in awareness and knowledge.</p>	# community partners involved in the community event					
		# community event attendees, including youth					
		# media stories					
		# op-eds					
		# direct mail pieces					



**OCT will re-allocate funds to online components.**

- Develop and implement communications plan around results of 2020 Student Wellness Survey. Plan to include earned media, paid media, stakeholder briefings and digital communications.

#Participants in speaker/online webinar					
Reach of owned, earned and paid media					

**EXHIBIT A-2  
PERFORMANCE REPORTING AND WORK PLAN QUARTERLY REPORT**

**PERFORMANCE REPORTING SCHEDULE**

Oregon City Together will submit a Monthly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 30<sup>th</sup> day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C-1).

The Monthly Activity Report will include the following metrics.

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

Oregon City Together will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

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

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

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

**REPLACE:**

Exhibit C-1: Oregon City Together – Request for Reimbursement

**WITH:**

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</li> </ul>				
Organization:		Oregon City Together	Contract #: 9094-Amend 2	
Address:		1417 12th Street Oregon City, OR 97045	Reporting Period:	
Contact Person:		Pam Wilson		
Phone Number:		503-708-6929		
E-mail:		<a href="mailto:pwilson@orecity.k12.or.us">pwilson@orecity.k12.or.us</a>		
Budget Category	Approved Budget 7/1/20 - 6/30/21	Monthly Grant Expenditure	YTD Grant Expenditure	Balance Remaining
<b>Personnel</b>				
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total Personnel</b>	\$ -	\$ -	\$ -	\$ -
<b>Administration</b>				
Oregon City School District - Fiscal Agent	\$ 300.00	\$ -	\$ -	\$ 300.00
<b>Supplies</b>				
Project Supplies	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Campaign/Educational Materials	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Event Venues and Equip (Teen Brain Community Event)	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Food for incentives and focus groups (If in person)	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Educational and focus group incentives	\$ 800.00	\$ -	\$ -	\$ 800.00
<b>Additional</b>				
Professional fees/contracts	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Mileage and Travel	\$ 400.00	\$ -	\$ -	\$ 400.00
<b>Total</b>	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
<b>Total Grant Costs</b>	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Subrecipient that are pertinent to this Agreement.				
<b>CERTIFICATION</b>				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

---

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

**AGENCY**

Oregon City Together  
1417 12<sup>th</sup> Street  
Oregon City, OR 97045

By:   
Laura Poore, Executive Director

Date: 7-5-20

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

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

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

Approved as to budget and work plan:

  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: August 5, 2020

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #3 with  
Northwest Family Services for Student Resource Coordination

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) Amend 3 restores program funding to its original level to allow NWFS to provide a 1. FTE Student Resource Coordinator (SRC) to provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and their families. Services may be conducted in person or virtually to best meet the health and safety needs of the community.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$40k for a revised maximum of \$270,950. No County Staff are funded through this agreement.
<b>Funding Source</b>	Clackamas County Behavioral Health Fund balance via IAA #9715 (Amend 2) and Clackamas County Marijuana Tax Funds (\$40k Amend 3)
<b>Duration</b>	July 1 2020-June 30 2021
<b>Previous Board Action/Review</b>	062520-A3
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 8-11-20, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 8642

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #3 for Agreement 8642 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Amendment #3 adds \$40,000 for a revised maximum of \$270,950.

**RECOMMENDATION:**

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

*Healthy Families. Strong Communities.*

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

www.clackamas.us

Respectfully submitted,

 H3S Deputy IRSM

Richard Swift, Director  
Health, Housing & Human Services

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

<u>Local Subrecipient Agreement Number: 8642</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 3</u>
<u>Local Subrecipient: Northwest Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Student Resource Coordination programming services.

This Amendment adds to the maximum compensation and updates the work plan.

Maximum compensation is increased by \$40,000 for a revised maximum of \$270,950. It becomes effective August 1, 2020 and terminates June 30, 2021.

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

**AMEND:**

4. Grant Funds. COUNTY's funding for this Agreement is county general funds.  
The maximum, not to exceed, grant amount that the COUNTY will pay is \$230,950.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

4. Grant Funds. COUNTY's funding for this Agreement is Clackamas County Behavioral Health Fund Balance ***Children, Family & Community Connections Fund Balance***.  
The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$270,950***.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

**REPLACE:**

Exhibit B: Northwest Family Services – SRC Budget January 1, 2018 – June 30, 2020

**WITH:**

<b>EXHIBIT B: BUDGET</b>						
<b>Organization:</b> Northwest Family Services						
<b>Funded Program Name:</b> Student Resource Coordination			Contract 8642			
<b>Program Contact:</b> Rose Fuller rfuller@nwfs.org			Amend 3			
<b>Agreement Term:</b> January 1, 2018 - June 30, 2021						
<b>Approved Award Budget Categories</b>	<b>January 1, 2018 -June 30, 2019</b>	<b>July 1, 2019- June 30, 2020</b>	<b>July 1, 2020- June 30, 2021</b>	<b>Total Award Amount</b>	<b>Match</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)						
Student Resource Coordinator/CADC	\$ 61,000.00	\$ 41,000.00	\$ 46,000.00	\$ 148,000.00	No match is required on this award	
Supervision	\$ 8,550.00	\$ 5,700.00	\$ 5,899.69	\$ 20,149.69		
Clinical/Medical Supervision	\$ 5,400.00	\$ 3,600.00	\$ 1,200.00	\$ 10,200.00		
Fringe/Tax @ .24	\$ 17,988.00	\$ 12,072.00	\$ 12,744.00	\$ 42,804.00		
<b>Total Personnel Services</b>	<b>\$ 92,938.00</b>	<b>\$ 62,372.00</b>	<b>\$ 65,843.69</b>	<b>\$ 221,153.69</b>		
<b>Program</b>						
Materials/Supplies	\$ 1,000.00	\$ 675.00	\$ 500.00	\$ 2,175.00		
UAs (~60 youth/year x 3@\$12.2)	\$ 3,308.00	\$ 2,205.00	\$ 2,205.00	\$ 7,718.00		
Equipment						
Phone/laptop + monthly phone (\$25)	\$ 3,050.00	\$ 1,200.00	\$ 225.00	\$ 4,475.00		
Insurance						
<b>Travel</b>						
Mileage	\$ 4,935.00	\$ 3,290.00	\$ 1,500.00	\$ 9,725.00		
Travel/Training/Conference	\$ 1,125.00	\$ 750.00	\$ 500.00	\$ 2,375.00		
<b>Additional (please specify)</b>						
Client assistance & engagement incentives (bus tickets, etc.)	\$ -	\$ -	\$ 820.00	\$ 820.00		
<b>Total Programmatic Costs</b>	<b>\$ 13,418.00</b>	<b>\$ 8,120.00</b>	<b>\$ 5,750.00</b>	<b>\$ 27,288.00</b>		
<b>Administration</b> (accounting, audit, IT, Insurance, facilities, etc.)						
	\$ 9,644.00	\$ 6,058.00	\$ 6,806.31	\$ 22,508.31		
<b>Total Grant Costs</b>	<b>\$ 116,000.00</b>	<b>\$ 76,550.00</b>	<b>\$ 78,400.00</b>	<b>\$ 270,950.00</b>		



**REPLACE:**

Exhibit C-1: Northwest Family Services – SRC Financial Report and Reimbursement Request

**WITH:**

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST				
<b>Organization:</b>	Northwest Family Services	Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report showing numbers served and activities conducted during the month of request ( The Monthly Activity Report is NOT required on months when quarterly reports are due ).		
<b>Funded Program Name:</b>	Student Resource Coordination			
<b>Program Contact:</b>	Rose Fuller rfuller@nwfs.org			
<b>Agreement Term:</b>	July 1, 2020 - June 30, 2021			
<b>Contract #8642 Amend 3</b>	<b>Claim Period</b>			
<b>Approved Award Budget Categories</b>	<b>Approved Budget 7/1/20-6/30/21</b>	<b>MONTHLY EXPENDITURE</b>	<b>PREVIOUSLY REQUESTED</b>	<b>BALANCE REMAINING</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Student Resource Coordinator/CADC	\$ 46,000.00	\$ -	\$ -	\$ 46,000.00
Supervision	\$ 5,899.69	\$ -	\$ -	\$ 5,899.69
Clinical/Medical Supervision	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Fringe/Tax @ .24	\$ 12,744.00	\$ -	\$ -	\$ 12,744.00
<b>Total Personnel Services</b>	<b>\$ 65,843.69</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 65,843.69</b>
<b>Program</b>				
Materials/Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00
UAs (~60 youth/year x 3@\$12.2)	\$ 2,205.00	\$ -	\$ -	\$ 2,205.00
Equipment				
Phone/laptop + monthly phone (\$25)	\$ 225.00	\$ -	\$ -	\$ 225.00
Insurance				
<b>Travel</b>				
Mileage	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Travel/Training/Conference	\$ 500.00	\$ -	\$ -	\$ 500.00
<b>Additional (please specify)</b>				
Client assistance & engagement incentives	\$ 820.00	\$ -	\$ -	\$ 820.00
<b>Total Programmatic Costs</b>	<b>\$ 5,750.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,750.00</b>
<b>Administration</b> (accounting, audit, IT, Insurance, facilities, etc.)	\$ 6,806.31	\$ -	\$ -	\$ 6,806.31
<b>Total Grant Costs</b>	<b>\$ 78,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 78,400.00</b>
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.				
<b>CERTIFICATION</b>				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				

**REPLACE:**

Exhibit A-2: Northwest Family Services – Student Resource Coordination Work Plan Quarterly Report for July 1, 2020 – June 30, 2021

**Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report**

**Provider:** Northwest Family Services  
**Activity:** Student Resource Coordination  
**Contact:** Jenna Napier  
**Contract Period:** July 1, 2020-June 30, 2021

<b>Activities/Outputs:</b> <i>When applicable, services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i>	<b>Intermediate Outcomes/Measurement Tool</b>		<b>Jul- Sep20</b>	<b>Oct- Dec20</b>	<b>Jan- Mar21</b>	<b>Apr- Jun21</b>
By June 30, 2021, provide pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 150 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, and assistance navigating systems including, but not limited to health/mental health care, education, judicial, etc. and prosocial activities <i>**Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)</i>	# youth met with (met with prior to assessment)** # youth connected (referred/scheduled for assessment)** # families served (communicated/met with) # families connected (referred)				
By June 30, 2021, provide standard D&A assessment and UA to a minimum of 100 youth suspected of drug/alcohol use. Provide 0.5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 90 youth identified as using drugs/alcohol.	85% of youth will demonstrate reduction in 30-day use. <i>**Measured by random UA and program data</i> 85% of youth will demonstrate improved attendance. <i>**Measured by Synergy or other school data collection system</i> 85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. <i>**Measured by program records and youth survey responses</i>	# youth assessed # youth receiving ASAM .5-1.0 outpatient treatment # youth referred to higher level of treatment # youth receiving treatment that reduced 30 day use # youth receiving treatment that improved attendance over 12 weeks # youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports (referred)				
		# parents served				

By June 30, 2021, provide support and referral to resources to a minimum of 50 parents of youth served	85% of parents of youth served will be referred to a minimum of 3 additional resources and/or supports				
		# parents connected to 2 additional supports/resources			

1. Provide narrative about drug/alcohol prevention educational activities that were offered, if any, where these occurred and how many youth were served, etc.
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/assistance needed to overcome these).
3. Provide narrative about successes/compelling stories during the quarter

**EXHIBIT A-2**  
**PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT**

1. SUBRECIPIENT must submit a **monthly** Performance Report (Exhibit C-2), to the Clackamas County Program Manager, no later than the **15<sup>th</sup>** day of the following month. It should accompany the Fiscal Report and Reimbursement Request. Included in the report will be the following metrics:
  - (a) Number of at-risk families and children served
  - (b) Number and type of activities conducted during the month
  
2. SUBRECIPIENT must submit a **quarterly** Performance Report, to the Clackamas County Program Manager, no later than the 15<sup>th</sup> day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the SRC Work Plan Quarterly Reporting document template (see Exhibit A-2). The Final Performance Report should be submitted no later than **July 15, 2021**.
  
3. In addition to the Quarterly Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on the grant supported activities. SUBRECIPIENT must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation

---

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

**AGENCY**

Northwest Family Services  
6200 SE King Rd  
Portland, OR 97222

By: Rose Fuller  
Rose Fuller, Executive Director

Date: 8/12/2020

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services

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

Approved as to budget and work plan:

Adam Freer  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: August 12, 2020

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Revenue Agreement with the State of Oregon,  
Department of Human Services (DHS), for the operation of the  
Supplemental Nutrition Assistance Program (SNAP) Employment & Training

<b>Purpose/Outcome</b>	State of Oregon Dept of Human Services is providing funding to Clackamas County to deliver services to assist Supplemental Nutrition Assistance Program (SNAP) participants to obtain employment services to assist them with obtaining and maintaining meaningful employment.
<b>Dollar Amount and Fiscal Impact</b>	\$99,028.85 No County General Funds are involved.
<b>Funding Source</b>	State of Oregon – Dept of Human Services (DHS) No. 165175
<b>Duration</b>	Effective date October 1, 2020 and terminates on September 30, 2021
<b>Previous Board Action/Review</b>	No previous action.
<b>Strategic Plan Alignment</b>	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: August 10, 2020, KR
<b>Procurement Review</b>	n/a
<b>Contact Person</b>	Adam Freer, 562-676-7675
<b>Contract No.</b>	H3S / CFCC 9840

**BACKGROUND:**

Children, Family & Community Connections (CFCC), a division of Health, Housing and Human Services Department requests the approval of the Intergovernmental Agreement 165175 with the State of Oregon, Department of Human Services to continue to serve participants receiving Supplemental Nutrition Assistance Program (SNAP) benefits. Clientele will be referred to CFCC from various agencies, including Clackamas County Corrections, to receive the job search training, employment placement and retention services required to obtain and retain meaningful employment within the community.

CFCC has provided these services for the last three years. This new agreement does not alter the services to be performed, only adds funding in the amount of \$99,028.85, for the time period of 10/1/20 to 9/30/21.

**RECOMMENDATION:**

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

Respectfully submitted,

 Betsy A. Cook, H3S deputy/for

Richard Swift, Director  
Health, Housing & Human Services



**Agreement Number 165175**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County  
Acting by and through its Department of Health, Housing and Human Services Children,  
Family & Community Connections division  
112 11th Street  
Oregon City, OR 97045,  
Attention: Jennifer Harvey  
Telephone: 503-867-7500  
E-mail address: [jharvey@clackamas.us](mailto:jharvey@clackamas.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Office of Self-Sufficiency Programs  
SSP / E&T  
500 Summer Street NE  
Salem, OR 97301  
Agreement Administrator: John Briscoe or delegate  
Telephone: 503-947-5389  
E-mail address: [John.Briscoe@ohadhs.state.or.us](mailto:John.Briscoe@ohadhs.state.or.us)**



**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by DHS and, when required, approved by Department of Justice or on **October 1, 2020**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$99,028.85**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Contractor or Subrecipient Determination.**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, DHS’ determination is that:

- County is a subrecipient       County is a contractor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 10.561

5. **County Data and Certification.**

- a. **County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

**Clackamas County**

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: jharvey@clackamas.us

Telephone: (503) 867-7500 Facsimile: (503) 655-8841

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement, All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self-insured

Policy #: N/A Expiration Date: N/A

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an

act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County.

- (3) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

- 1. Signatures.** This Agreement and any subsequent amendments may be executed in several 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 the Agreement and any amendments so executed shall constitute an original.

**Clackamas County, Acting by and through its Department of Health, Housing and Human Services Children, Family & Community Connections division**  
**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(a)  
Department of Justice

\_\_\_\_\_  
Date

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Change Order #3 between Clackamas County and  
Banlin Construction, LLC for  
Clackamas County Children’s Commission Head Start New Classroom Building Project

<b>Purpose/ Outcome</b>	Change Order #3 will allow additional work to be done at the request of Clackamas County Children’s Commission Head Start Program (CCCCHS). The address is 16518 S.E. River Road, Milwaukie, Oregon 97267.
<b>Dollar Amount and Fiscal Impact</b>	Original Banlin Construction Contract Amount:.....\$1,658,148.00 Change Order No.1-H3S Approved four items:.....\$ 26,691.31 (1.6%) Change Order No.2-BCC Approved four items:.....\$ 245,205.37 (14.8%) Change Order No.3-BCC Pending five new items:.....\$ 40,368.20 (2.4%) New Banlin Construction Contract Total:.....\$1,970,412.88 (18.8%)  <b>No County General Funds will be used for this project.</b>
<b>Funding Source</b>	CCCCHS Federal Head Start Funds
<b>Duration</b>	March 2020 through October 2020.
<b>Previous Board Action/ Review</b>	The BCC approved the Banlin Construction Contract on February 20, 2020. The BCC approved Change Order #2 on July 16, 2020.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	This item is a Change Order to the existing Banlin Construction Contract. 1. Date of Counsel review: December 9, 2020 2. A.N.
<b>Procurement Review</b>	Was the item processed through Procurement? No. This item is a Federally Funding Construction Project.
<b>Contact Person(s)</b>	Mark Sirois – Community Development Division: 503-650-5664
<b>Contract No.</b>	H3S 9646

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Change Order #3. These changes are for additional labor and materials for the New Classroom Building Project. There are five new items include: a new Dishwasher, Siding issues, new underground Storm-Line, HVAC – Air Scrubbers and a Bike Rack Canopy. All parties agree with these needed additions to the Banlin Construction, LLC Contract. The Community Development Staff has reviewed the additional costs and support this Change Order for \$40,368.20. Change Order #3 is an increase (2.4%) to the total Banlin Construction Contract. Banlin Construction, LLC was selected through a competitive lowest bid process.

Several Board of County Commissioners attended the CCCCHS Groundbreaking Ceremony for this project at on March 11, 2020, in Milwaukie.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:** We recommend the approval of this Change Order #3 to the Construction Contract with Banlin Construction, LLC and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift", followed by the text "H3S deputy / for" written in a smaller, less legible script.

Richard Swift, Director  
Health, Housing and Human Services

## CHANGE ORDER FORM

Banlin Construction, LLC  
 700 N. Devine Rd Suite B  
 Vancouver, WA. 98661

( x ) Architect  
 ( x ) Contractor  
 ( x ) H3S Director

Project Name: CCCCHS–New Classroom Building  
 Project Address: 16518 S.E. River Road  
 Milwaukie, OR 97267

Change Order No: 3  
 Contract Date: 2/24/2020  
 Change Order Date: 8/12/2020  
 Notice to Proceed: 3/9/2020

To: Clackamas County-Community Development  
 2051 Kaen Road, Suite #245  
 Oregon City, Oregon 97045

The following changes have been authorized by Clackamas County-Community Development and the Children’s Commission. See the listed changes (decrease/ increases) to the project and are deem as changes to the original construction contract:

1. \$896.83 – COP #9 - Dishwasher
2. \$1,065.75 – COP #10 – Siding Repairs
3. \$6,778.17 - COP #11 New Underground Storm line for Rain Drains
4. \$17,731.14 – COP #12 Air Scrubbers through out all systems
5. \$13,896.31 – COP #13 New Bike Rack Canopy System

Attached is the supporting cost documentation.

Original Contact Price .....	\$1,658,148.00
Net Change by Previous Change Orders .....	\$ 271,896.68
Contract Price prior to this Change Order .....	\$1,930,044.68
Contract Price will be (increased) ( <del>unchanged</del> ) by this Change Order .....	\$ 40,368.20
The new Contract Price including this Change Order will be .....	\$1,970,412.88

The Contract Time will be increased by this Change Order ( 0 ) calendar days. Therefore, the Substantial Completion Date will be ( n/a ), and Final Completion Date will be ( n/a ).

Approved:

by: Larry Brooks  
Digitally signed by Larry Brooks  
 DN: C=US,  
 E=L.Brooks@BanlinConstruction.com,  
 O=Banlin Construction, LLC, CN=Larry Brooks  
 Date: 2020.08.12 13:34:39-07'00'  
 Larry Brooks, Superintendent (date)  
 Banlin Construction, LLC

Approved:

by: J. TIMOTHY RICHARD 12 AUGUST 2020  
 Tim Richard, Architect (date)  
 Architect for Children’s Commission

Approved:

by: Steve Kelly 8/13/2020  
 Steve Kelly, Project Coordinator (date)  
 Clack. Cty. Com. Dev.

Approved:

by: \_\_\_\_\_  
 Richard Swift, Director (date)  
 Health, Housing and Human Services



Tri-Cities  
**BANLIN CONSTRUCTION**  
 320 COLUMBIA DRIVE  
 KENNEWICK, WA, 98338  
 PHONE: (509) 588-2000  
 FAX: (509) 588-7777

Portland/Vancouver  
**BANLIN CONSTRUCTION**  
 700 N Devine Rd Suite B  
 Vancouver, WA, 98681  
 PHONE: (360) 433-8314  
 FAX: (360) 828-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 9 DATE: 6/26/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: Equipment cost for the GC to provide the dishwasher, in lieu of Owner provided.

Schedule Effect: TBD Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs	0	LS	\$ 97.28	\$ -				\$ -
	Project Manager	0	Hrs	\$ 85.00	\$ -				\$ -
	Superintendent	0	Hrs	\$ 65.00	\$ -				\$ -
	Project Engineer/QC	0	Hrs	\$ 45.00	\$ -				\$ -
	Document Control	0	Hrs	\$ 45.00	\$ -				\$ -
	Safety	0	Hrs	\$ 58.00	\$ -				\$ -
	Laborer	0	Hrs	\$ 58.31	\$ -				\$ -
<b>\$ -</b>									
<b>\$ -</b>									
<b>Black Diamond</b>	Plumbing subcontractor to furnish Dishwasher	1	LS	\$ 841.50	\$ -	\$ -	\$ 841.50	\$ -	\$ 841.50
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					<b>\$ -</b>	<b>\$ -</b>	<b>\$ 841.50</b>	<b>\$ -</b>	<b>\$ 841.50</b>

OVERHEAD: Banlin Self Perform Work	10%	\$ -
OH&P: Subcontractors	5%	\$ 42.08
<b>Sub Total:</b>		<b>\$ 883.58</b>
B&O TAX	0.000%	\$ -
BOND & INSURANCE	1.5%	\$ 13.25
<b>SUBTOTAL</b>		<b>\$ 896.83</b>
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 896.83</b>

Owner / Rep Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





WA: BLACKDS865CL  
CCB#202725  
Date: 6/5/2020

Black Diamond Services LLC  
PO Box 347  
Brush Prairie, WA 98606  
360-666-3319  
www.blackdiamondservicesllc.com

**Project: CCCCHS**

**Price Inclusions:**

Supplying and installing dishwasher Bosch 300 series (White). See attached quote and submittal.  
Material: \$765.00  
Markup: \$76.50

**Base Bid: \$841.50**

Quotation prepared by:

Hunter Hallstrom

360-907-8982

Hunter.h@blackdiamondservicesllc.com

This is a quotation on the services and materials named, subject to the conditions and exclusions noted below. Specific **exclusions** include the following: Sales tax, bid performance payment bonds, utility connection fees, piping and fixtures/equipment past 5' from exterior walls, pollution insurance, design engineering, fire lines risers, off-site garbage haul off, protection of installed fixtures, booster pumps, water meters, backwater valve, venting for gas fired fixtures, saw cutting and removal of concrete, excavation of rock 1.5" or larger in diameter or excessively rocky conditions, export of excess spoils for plumbing trenches, under slab and dewatering of plumbing trenches.

To accept this quotation, sign here and return within 30 days of Proposal date.



Tri-Cities  
 BANLIN CONSTRUCTION  
 229 COLUMBIA DRIVE  
 KENNEWICK, WA. 98338  
 PHONE: (509) 586-2000  
 FAX: (509) 586-7777

Portland/Vancouver  
 BANLIN CONSTRUCTION  
 790 N Davita Rd Suite B  
 Vancouver, WA. 98661  
 PHONE: (360) 433-8314  
 FAX: (360) 428-7919

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 10 DATE: 6/25/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: Remove and replace siding at gym due to an elevation issue at new raised garden sidewalk and gym building.

Schedule Effort: TBD Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs	0	LS	\$ 97.26	\$ -				\$ -
	Project Manager	0	Hrs	\$ 85.00	\$ -				\$ -
	Superintendent	0	Hrs	\$ 65.00	\$ -				\$ -
	Project Engineer/QC	0	Hrs	\$ 45.00	\$ -				\$ -
	Document Control	0	Hrs	\$ 45.00	\$ -				\$ -
	Safety	0	Hrs	\$ 58.00	\$ -				\$ -
	Labors	0	Hrs	\$ 88.61	\$ -				\$ -
									\$ -
Unrelated Activities	Remove and replace siding at gym	1	LS	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00

OVERHEAD: Banlin Self Perform Work	10%	\$ -
OHMP: Subcontractors	0%	\$ 50.00
<b>Sub Total:</b>		\$ 1,050.00
B&O TAX	0.006%	\$ -
BOND & INSURANCE	1.5%	\$ 15.75
<b>SUBTOTAL</b>		\$ 1,065.75
<b>TOTAL FOR CHANGE ORDER</b>		\$ 1,065.75

Owner / Rep Signature: J. TIM RICHARD  
 Date: 25 JUNE 2020



750 S. Plaza Dr., Ste. 215  
 Mendota Heights, MN 55120  
 Tel 651.528.7272  
 Fax 866.528.9690

BanIn Construction  
 Attn.: Mike Sliwinski  
 320 W. Columbia Drive  
 Kennewick, WA 99336

**CONTRACT CHANGE ORDER**

**Change Order Number:** 2.0 **Date:** 6/22/2020  
**Job Number:** 02-24-20 **Contract Job Address:** Clackamas Co. Head Start  
 16518 SE River Road  
 Milwaukie, OR

Labor and materials to remove/replace first course of lap siding to accommodate concrete pour on south elevation of north wing of existing building.

Materials:	\$ 169.57
Labor:	\$ 700.00
Subtotal	\$ 869.57
Mark-up	\$ 130.43
<b>Total Change Order</b>	<b>\$ 1,000.00</b>

**Add (1) day(s) to schedule for this change order**

\*Any and all work covered by this Contract Change Order shall be performed under the same terms and conditions as included in the original Contract.

Changes Approved By:

By: \_\_\_\_\_

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









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Portland/Vancouver

BANLIN CONSTRUCTION  
 700 N Davine Rd Suite B  
 Vancouver, WA. 98661  
 PHONE: (360) 433-6314  
 FAX: (360) 628-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 11 DATE: 6/26/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: RFI #24 - Provide underground drainage system at north end of property, to support 2 downspouts off roof. See RFI response for scope

Schedule Effect: TBD Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
Direct GC Field Costs		0	LS	\$ 87.28	\$ -				\$ -
Project Manager		0	Hrs	\$ 85.00	\$ -				\$ -
Superintendent		0	Hrs	\$ 85.00	\$ -				\$ -
Project Engineer/QC		0	Hrs	\$ 45.00	\$ -				\$ -
Document Control		0	Hrs	\$ 45.00	\$ -				\$ -
Safety		0	Hrs	\$ 50.00	\$ -				\$ -
Laborer		0	Hrs	\$ 56.51	\$ -				\$ -
<b>Subcontract and Division</b>									
Perf Bro.	RFI #24 Scope - Complete	1	LS	\$ 6,360.00	\$ -	\$ -	\$ 6,360.00	\$ -	\$ 6,360.00
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					\$ -	\$ -	\$ 6,360.00	\$ -	\$ 6,360.00

OVERHEAD: Banlin Self Perform Work	10%	\$ -
OH&P: Subcontractors	6%	\$ 318.00
<b>Sub Total:</b>		<b>\$ 5,878.00</b>
B&O TAX	0.000%	\$ -
BOND & INSURANCE	1.5%	\$ 100.17
<b>SUBTOTAL</b>		<b>\$ 6,778.17</b>
<b>TOTAL FOR CHANGE ORDER</b>		<b>\$ 6,778.17</b>

Owner / Rep Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_





8601 SE Revenue Rd., Boring, OR 97009  
 503-663-1220 office 503-663-7208 fax  
 www.paulbrothersinc.com info@paulbrothersinc.com

WBE# 10685  
 OR CCB#64461  
 WA #PAULBI\*239LG  
 Landscape License #5331

Project: CCC Head Start  
 Job #: 4328  
 COP #: 006

### CHANGE ORDER PROPOSAL (COP)

Contractor: Paul Brothers, Inc. Associated RFI/PR#: \_\_\_\_\_  
 Contact: Peggy Paul Date: 6/25/2020  
 Title: Storm pipe - Downspouts

Reason for Change Order:

Per request from GC, Paul Brothers presents the change order to place a new 4" diameter HDPE – ER17 (similar thickness to C900) via bore. Connection to existing line will be made. Asphalt patch will occur. All trenching and construction work in accordance with specs and drawings and standards.

Description of Work and Cost involved:

<b>Labor, Materials, Equipment to complete the work</b>	
<b>TOTAL:</b>	<b>\$6360.00</b>

# of Contract Days Added/Deleted: \_\_\_\_\_ Contract Price Increase/Decrease: **\$6360.00**

Contractor's Signature: Peggy Paul Date: 6/25/2020

REQUESTED BY: Banlin Construction Date: \_\_\_\_\_  
 Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Information

Project: **2020-001 - CCCC Head Start**

RFI No.: 024 Subject: Downspouts

**Submitted BY:**

Contact Name Mike Sliwinski  
Company Name Banlin Construction  
Address 700 N Devine Rd, Ste. B Vancouver WA 98661  
Phone O: 360.314.4180 C: 360.852.1949

Date Submitted: June 11, 2020  
Respond by Date: June 18, 2020  
Cost Estimate: Waiting for Clarification  
Time Estimate: Pending Clarification

Potential change in Contract Cost  TBD  No  
Potential change in Contract Time  TBD  No

Spec Section No.: \_\_\_\_\_ Drawing/ Detail Reference: \_\_\_\_\_

Information Requested:  
Roof plan on sheet A1.6 calls for two downspouts along gridline 7. The civil pages do not show any storm drain connection. Please advise.

Referenced Data Attached:  Drawings  Product Data  Samples  Tests  Reports  
 Other: \_\_\_\_\_

Contractor: Banlin Date: Thursday, June 11, 2020  
Signed by: Mike Sliwinski

**A/E's REVIEW AND RESPONSE**

Clarification Only  Attachments  
 Additional Information Required  Other

**A/E Responses**

Provide drain lines from each downspout location as indicated on attached Sheet C1.0.

- The new storm line shall be a 6" dia. storm line.
- Minimum pipe slope shall be 1.5% (S=0.015 ft/ft).
- Desired cover is at least 2.5' above top of pipe to finish grade. Pipe material shall be PVC D3034 or ADS N-12 (smooth interior) if this condition is met.
- Pipe material shall be ductile iron pipe or C900 if cover is less than 2.5' above top of pipe to finish grade.
- Connection to existing storm line shall be made with a wye fitting.
- Utility trenching shall be per plans.
- Asphalt shall be cleanly sawcut, replacement shall match existing pavement section and sand seal edges.

Architect/ Engineer: J Timothy Richard Architect / HHPR

Signed by: Tim Richard Date: 16 June 2020



**TR-CD/ies**  
 BANLIN CONSTRUCTION  
 320 COLUMBIA DRIVE  
 KENNEWICK, WA. 99336  
 PHONE: (509) 598-2000  
 FAX: (509) 598-7777

**Partners/Vendors**  
 BANLIN CONSTRUCTION  
 709 N Devon Rd Suite B  
 Vancouver, WA. 98681  
 PHONE: (360) 433-8314  
 FAX: (360) 822-7813

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 12 DATE: 7/2/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC No	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: Callbar Mechanical to provide Air Scrubbers at all systems on property, per CCCC's direct conversation with Callbar.

Schedule Effect: TBD Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
Direct GC Field Costs		0	LS	\$ 87.28	\$ -			\$ -	\$ -
Project Manager		2	Hrs	\$ 85.00	\$ 170.00			\$ -	\$ 170.00
Superintendent		0	Hrs	\$ 65.00	\$ -			\$ -	\$ -
Project Engineer/QC		0	Hrs	\$ 45.00	\$ -			\$ -	\$ -
Document Control		2	Hrs	\$ 45.00	\$ 90.00			\$ -	\$ 90.00
Safety		0	Hrs	\$ 58.20	\$ -			\$ -	\$ -
Laborer		0	Hrs	\$ 58.51	\$ -			\$ -	\$ -
									\$ -
									\$ -
<b>Callbar</b>	<b>Air Scrubbers</b>	1	LS	\$ 15,821.00	\$ -	\$ -	\$ 15,821.00	\$ -	\$ 15,821.00
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					\$ 280.00	\$ -	\$ 15,821.00	\$ -	\$ 16,091.00

OVERHEAD: Banlin Self Perform Work	10%	\$ 20.00
O&P: Subcontractors	5%	\$ 1,588.10
<b>Sub Total:</b>		\$ 17,409.10
B&O TAX	0.000%	\$ -
BOND & INSURANCE	1.5%	\$ 282.04
<b>SUBTOTAL</b>		\$ 17,731.14
<b>TOTAL FOR CHANGE ORDER</b>		\$ 17,731.14

Owner / Rep Signature:  
 Date:

J. TIM RICHARD

**CALIBER PLUMBING & MECHANICAL**



**Change Order Form**

Project: Clackamas County Childrens Commission  
 CPM Job No.: M-0120020

CO# CR-01 Date: 6/16/2020

CR-03 Install air scrubbers for all existing and new HVAC units.

**Materials**

	Quantity	Material Cost	Total
Equipment	12.00	\$ 1,100.00	\$ 13,200.00
Freight	-	\$ -	\$ -
Permits	-	\$ -	\$ -
Material	-	\$ -	\$ -
Other	-	\$ -	\$ -
			\$ 13,200.00

**Labor**

	Hours	Rate	Labor Cost
	-	\$ -	\$ -
Journeyman Hours	12.00	\$ 83.43	\$ 1,001.16
Apprentice Hours	-	\$ 83.43	\$ -
Foreman Hours	-	\$ 98.40	\$ -
As-builts	-	\$ 67.00	\$ -
Clean-up	-	\$ 48.00	\$ -
Admin.	-	\$ 67.00	\$ -
Project Management	-	\$ 83.43	\$ -
Other	-	\$ -	\$ -
			\$ 1,001.16

Description	Rate	Cost
Truck, Gas Expenses	\$38/day	\$ -
Parking	\$10/day	\$ -
Project safety	2.0%	\$ -
Small Tools	2.0%	\$ -
Other		\$ -
		\$ -

Description	Rate	Cost
Estimating	Actual	\$ -
Detailing	Actual	\$ -
Other		\$ -
		\$ -

Sub-total \$ 14,201.16  
 M/U @ 10% \$ 1,420.12  
 Grand Total \$ 15,621.00



Tri-Cities  
**BANLIN CONSTRUCTION**  
 220 COLUMBIA DRIVE  
 KENNEWICK, WA. 98330  
 PHONE: (360) 588-2000  
 FAX: (360) 588-7777

Portland/Vancouver  
**BANLIN CONSTRUCTION**  
 700 N Devon Rd Suite B  
 Vancouver, WA. 98661  
 PHONE: (360) 433-8314  
 FAX: (360) 828-7513

**CONTRACTOR'S ESTIMATE FOR CHANGE**

CHANGE PROPOSAL #: 13 DATE: 8/10/2020

Project: CCCC Head Start  
 Job No: 2020-001  
 Contractor: BANLIN CONSTRUCTION

Reference:	RC No	RFI NO	BULLETIN NO	OTHER
	N/A			

Description: PR-04 Bike Canopy, Racks, Excavation and Concrete Slab

Schedule Effect: TBD Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs	0	LS	\$ 97.28	\$ -	-			\$ -
	Project Manager	8	Hrs	\$ 65.00	\$ 510.00				\$ 510.00
	Superintendent	0	Hrs	\$ 88.00	\$ -				\$ -
	Project Engineer/QC	0	Hrs	\$ 45.00	\$ -				\$ -
	Document Control	4	Hrs	\$ 45.00	\$ 180.00				\$ 180.00
	Safety	0	Hrs	\$ 88.00	\$ -				\$ -
	Laborer	0	Hrs	\$ 52.51	\$ -				\$ -
									\$ -
<b>Paul Brothers</b>	Excavation / SOG subgrade	1	LS	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
<b>DMS Concrete</b>	Concrete, rebar, formwork	1	LS	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
<b>Bike Canopy</b>	Bike section elements per PR-04	1	LS	\$ -	\$ -	\$ -	\$ 6,772.00	\$ -	\$ 6,772.00
<b>Rack</b>	Bike section elements per PR-04	4	LS	\$ 112.00	\$ -	\$ -	\$ 448.00	\$ -	\$ 448.00
<b>Rebar</b>	Label, Anchors and LRT rebar	1	LS	\$ 1,970.00	\$ 1,970.00	\$ -	\$ -	\$ -	\$ 1,970.00
<b>Shipping</b>	Bike rack shipping cost.	1	LS	\$ -	\$ -	\$ -	\$ 1,169.00	\$ -	\$ 1,169.00
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>					\$ 2,680.00	\$ -	\$ 10,379.00	\$ -	\$ 13,059.00

<b>OVERHEAD: Banlin Self Perform Work</b>	10%	\$ 268.00
<b>ONAP: Subcontractors</b>	5%	\$ 651.95
<b>Sub Total:</b>		\$ 13,698.95
<b>S&amp;D TAX</b>	0.000%	\$ -
<b>BOND &amp; INSURANCE</b>	1.5%	\$ 205.36
<b>SUBTOTAL</b>		\$ 13,904.31
<b>TOTAL FOR CHANGE ORDER</b>		\$ 13,904.31

Owner / Rep Signature:  
 Date:

J. TIM RICHARD  
11 AUGUST 2020



velodomeshelters

**Velodome Shelters**

32 Ann Street  
Clifton NJ  
United States 07013

**Quote**

Created: Jul 30, 2020 04:04 PM  
Valid Until: Sep 1, 2020  
Quote Number : 1032654000029453183

Quote reference: Ridgefield Single w/ PBR Roof

**BILL TO:**

**Banlin Construction**  
700 N. Devine Rd Suite B  
Vancouver WA  
98661

**SHIP TO:**

**Banlin Construction**  
  
1651B Se River Rd  
Milwaukie OR  
97267

Account Name: **Banlin Construction**

Reference: **Milwaukie, OR 97267**

Contact Name: **Mike Sliwinski 360.852.1949**

Contact e-mail: **MikeS@banlinconstruction.com**

Sales Rep: **Kevin Rodriguez**

E-mail: **kevin@velodomeshelters.com**

Office: **888-995-8090**

S.No.	Product Detail	List Price	Qty	Total
1.	<b>Ridgefield Single with PBR Metal Roof Items# NPS-PBR</b>  Dimensions: Dimensions: 12' 9" L x 9' 3" W x 9' 11" H Frame: Steel Finish: Powder Coated - Telegrey 1 Finish: Powder Coated Roof: PBR Metal 26 gauge; Galvalume - Charcoal Bike Capacity: 8 using U-Racks, Ringo or SpaceMaker bike racks; 16 using MaxRack double sided stands	\$ 5,772.00	1	\$ 5,772.00
2.	<b>U.RD.SM.PCBLK Bike Rack Items#</b>  Maximum Security U- Rack - Round, Surface Mount, Powder Coated Black Material: 2-3/8" diameter; 3mm steel pipe Dimensions: 30" Wide x 32" Height Weight: 30.5 lbs. Finish: Powder Coated Black Mounting: Surface Mount Bike Capacity: 2 bikes  ADA compliant bike rack	\$ 112.00	4	\$ 448.00
3.	<b>Freight Items#</b>  Freight to 97267  Additional fees will be added to the freight cost if additional services are requested, such as residential address, college/university, construction site, etc. Freight costs subject to market conditions and may vary slightly at the time of delivery from the original quote. The customer is responsible for unloading the truck unless arrangements have been made prior to delivery. This service will incur additional costs.	\$ 1,158.07	1	\$ 1,158.07
<b>Sub Total</b>				<b>\$ 7,378.07</b>



S.No.	Product Detail	List Price	Qty	Total
				NJ Sales Tax (6.625%) \$ 0.00
			<b>Grand Total</b>	<b>\$ 7,378.07</b>

**Terms and Conditions Prices quoted are in US Dollars**

**Terms & Conditions**

Delivery: In-Stock items, 1 - 2 weeks. Out of Stock items, delivery approximately 6 - 10 weeks. Lead time will begin upon receipt of deposit and a signed copy of this quotation (lead times subject to change). Your signature constitutes a valid purchase order.

Terms: A 50% deposit is required with each order. Balance due prior to shipment. All prices F.O.B. Clifton, NJ. Prices and delivery stated herein are not valid after forty-five (45) days from date shown above unless reconfirmed in writing by Velodome LLC.

Warranty: Shelters shall be guaranteed against any defects in material and/or workmanship for 1 full year from delivery date. Velodome LLC limits it's liability to replacement of parts only.

Note: Prices do not include installation or local taxes if applicable. It is the Customer's responsibility to unload the delivery truck. A loading dock and/or forklift will be required.

Note: Due to Florida Building Code, the wind-load in Florida is 130 MPH to 180 MPH. Some shelters can't be sold in Florida. All shelters sold to Florida will require the engineering service at additional cost. Site specific engineered drawings and calculations for building code compliance available at additional cost if required. Any state with extreme weather conditions, it is highly recommended to have a PE structural certification done.

All bicycle shelters require a 12" minimum clearance on all sides. Please confirm foundation requirements before pouring a foundation.

Payment via credit card - A 3% transaction fee will be incurred on all payments made with a credit card.

Accepted by: \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

**D&S Concrete Construction Inc.**  
**PO Box 44**  
**Dayton, OR 97114**  
**Office: 503-474-7273**

**CCCC Head Start**  
**Clackamas, OR**

**July 31, 2020**

**D & S Concrete Construction Inc.**

**Contact: Dave Bowlin, Estimator- (971) 241-3140**

**Isabelle- (503)-899-8212**

**CCB #196896**

**Scope: 3100 3200 3300**

**1. Additional scope for approx. 200 sq. ft of new 6" concrete.**

**Total: \$1,800.00**





8601 SE Revenue Rd., Boring, OR 97009  
 503-663-1220 office 503-663-7208 fax  
 www.paulbrothersinc.com @ info@paulbrothersinc.com

WBE# 10685  
 OR CCB#64461  
 WA #PAULBI\*239LG  
 Landscape License #5331

Project: CCC Head Start  
 Job #: 4328  
 COP #: 007

### CHANGE ORDER PROPOSAL (COP)

Contractor: Paul Brothers, Inc. Associated RFI/PR#: PR #04  
 Contact: Peggy Paul Date: 7/14/2020  
 Title: Bike Pad – earthwork

**Reason for Change Order:**

Per request from GC, Paul Brothers presents the change order for the earthwork related to a new bike shelter and 10 x 18 bike pad; all concrete formwork, concrete pour excluded. COP includes the work related to excavation; rock placement; compaction; haul off related to excavation.

**Description of Work and Cost involved:**

Labor, Materials, Equipment to complete the work as noted above

**TOTAL: \$1200.00**

# of Contract Days Added/Deleted: Contract Price Increase/Decrease: \$1200.00

Contractor's Signature: Peggy Paul Date: 7/14/2020

REQUESTED BY: Banlin Construction

Consultant: Date:

AUTHORIZED BY: Project Manager: Date:

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Lease Agreement with Genoa Healthcare and  
Clackamas Health Centers Division (CHCD) for  
Pharmacy Space Inside the New Sandy Health Clinic

<b>Purpose/ Outcome</b>	Provides CHCD an on-site pharmacy for patients to fill prescriptions after a healthcare visit to the Sandy clinic.
<b>Dollar Amount and Fiscal Impact</b>	CHCD receives \$505.85 revenue monthly with a 3% maximum increase each fiscal year. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Genoa Healthcare, LLC
<b>Duration</b>	January 1, 2021 to June 30, 2026
<b>Previous Board Action/ Review</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Individuals and families in need are healthy and safe</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	<p>The Intergovernmental agreement was reviewed and approved by County Counsel</p> <ol style="list-style-type: none"> <li>1. August 25, 2020</li> <li>2. AN</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></li> <li>2. Item is a Lease that was processed through Facilities Management</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Director – Health Centers: 503-742-5495
<b>Contract No.</b>	H3S 9752

**BACKGROUND:** CHCD of the Health, Housing and Human Services Department requests the approval of Agreement #9752 to a Lease agreement with Genoa Healthcare, LLC, for the purpose of providing an on-site pharmacy inside the Sandy clinic. This on-site service will ensure patients get their medication as prescribed by providers at the conclusion of their healthcare appointment.

**PROJECT OVERVIEW:** This is a revenue contract for CHCD. The total amount of the agreement is projected to be at least \$30,351.00 with a maximum 3% increase to the monthly rental rate each fiscal year. No County General Funds are involved. The Agreement is effective January 1, 2021 and will terminate on June 30, 2026.

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing Human Services

**LEASE AGREEMENT  
Sandy Pharmacy Lease**

**#9752**

This Lease is entered into by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessor," and GENOA HEALTHCARE, LLC (f/k/a Genoa, a QoL Healthcare Company), hereinafter called "Lessee" and is effective upon signature of both parties.

The parties have agreed as follows:

**Section 1. LEASE TERM:**

In consideration of the agreements herein contained, the Lessor does hereby let and lease the Premises described below to the Lessee to have and to hold from January 1, 2021 through June 30, 2026, unless terminated sooner.

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

**Section 2. CONTACT PERSONS:**

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

Contract Administration Key Persons:

Lessee contact: Bethany Mitricska, Manager Administration Operations, 651-447-4445 or [bmitricska@genoahealthcare.com](mailto:bmitricska@genoahealthcare.com)

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

Emergency Contacts:

Lessee contact: Katie Lozano, Pharm D - Director of Operations, 503-729-0264

Lessor contact: Clackamas County Facilities Management, 503-557-6416

**Section 3. PREMISES:**

The Premises subject to this Lease are a portion of a building known as the Clackamas County Sandy Health Clinic, located at 39831 Highway 26, Sandy, Oregon 97055 (the "Pharmacy"), as described in Exhibit A, attached hereto and incorporated by this reference herein. The leased premises consist of 363 square feet of the Pharmacy and availability of 1 or 2 parking spaces located at property address sited above, Assessor's Map (Tax Lot 24E13AD01001, APN: 01830433) (the Pharmacy and all leased parking spaces is hereby collectively referred to as the "Premises"), as depicted on the map in Exhibit C, attached hereto and incorporated by this reference herein. Lessor will secure the leased space whenever there is an absence of staff or outside of operational hours.

#9752 (Sandy) Genoa Healthcare, LLC

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**Section 4. BASE RENT:**

Monthly rent for the Premises is five hundred and five dollars and eighty-five cents (\$505.85). Rent includes utilities (electricity, natural gas, and water/sewer). It does not include costs for the following expenses that may be incurred with respect to the Premises: telephone service, fax line, computer service and data lines, hazardous waste disposal, janitorial services, and real property or personal property taxes, all of which are the responsibility of the Lessee.

The lease rate shall be fixed for each County fiscal year (July 1 – June 30), and begin at \$15 per square foot per year for the first year of the Lease. At the beginning of each new fiscal year after July 1<sup>st</sup>, and for the duration of the Lease, the rate shall increase by a percentage up to the corresponding change in the Portland Consumer Price Index for All Urban Consumers (CPI-U) for the previous fiscal year, but in no event less than three percent (3%). For example, if the percentage of increase in the Portland CIP-U is less than 2.7%, the rent will increase by 3% for the next year.

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

**Section 5. USE AND ENJOYMENT:**

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

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

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

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

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

5.1.5. Not permit waste, damage, disfigurement, or injury to the Premises.

**Section 6. POSSESSION:**

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

**Section 7. PROPERTY TAXES:**

This Lease is a net lease. Lessee will be responsible for paying all costs and expenses relating to the Premises, including any real and personal property taxes, fees, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Lessee is required to pay, all sums,

#9752 (Sandy) Genoa Healthcare, LLC

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impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this Lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of rent.

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

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately, and shall have no further responsibility to Lessor under this Lease agreement.

**Section 8. INSPECTION:**

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

Lessor shall provide Lessee with access to the common areas and Premises twenty (24) hours per day, seven (7) days per week; however, Lessee shall only operate during normal business hours (8am-6pm, Mon-Fri). Lessor shall provide Lessee with a key and/or security card to permit such access. Lessee shall be permitted to install any security system Lessee deems necessary at Lessee's sole cost and expense.

**Section 9. ALTERATIONS:**

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

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

**Section 10. SIGNS:**

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

#9752 (Sandy) Genoa Healthcare, LLC

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**Section 11. REPAIRS and MAINTENANCE:**

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

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

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

**Section 12. LIEN CLAIMS AND LIABILITY:**

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

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

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

**Section 13. PLACE OF PAYMENT AND NOTICE:**

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

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

#9752 (Sandy) Genoa Healthcare, LLC

Page 5 of 17

**Section 14. INDEMNIFICATION:**

Lessee shall be in exclusive control of the Premises. Lessee shall be solely responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of the Premises, or from any act, omission, or neglect of Lessee, its subcontractors, agents, or employees.

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

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

Lessee shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement.

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

**Section 15. LIABILITY INSURANCE:**

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

The Lessee agrees to furnish the COUNTY evidence of medical professional liability insurance in the amount of not less than \$1 Million combined single limit per claim/\$2Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract.



#9752 (Sandy) Genoa Healthcare, LLC

Page 6 of 17

**Section 16. TOTAL OR PARTIAL DESTRUCTION:**

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

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

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

**Section 17. HAZARDOUS SUBSTANCES:**

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

**Section 18. EMINENT DOMAIN:**

**18.1. Partial Taking.**

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

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

#9752 (Sandy) Genoa Healthcare, LLC

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

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

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

**18.2. Total Taking.**

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

**18.3. Sale in Lieu of Condemnation.**

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

**Section 19. ASSIGNMENT AND SUBLETTING:**

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

**Section 20. WAIVER:**

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

**Section 21. DEFAULT:**

The following shall be events of default:

#9752 (Sandy) Genoa Healthcare, LLC

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**21.1. Default in Rent.**

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

**21.2. Default in Other Covenants.**

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

**21.3. Insolvency.**

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

**21.4. Abandonment.**

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

**Section 22. TERMINATION AND DEFAULT:**

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

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

#9752 (Sandy) Genoa Healthcare, LLC

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

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

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

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

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

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

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

**22.7. Remedies Cumulative.** Upon termination for default, Lessor shall have all rights and remedies available to it at law, in equity, or under this Lease. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

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

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**Section 23. TERMINATION FOR CONVENIENCE/MUTUAL TERMINATION:**

This Lease can be terminated for convenience by either party with ninety (90) days' written notice to the non-terminating party. This Lease can be terminated by mutual consent of both parties at any time.

If the Professional Services Contract executed by and between the parties and dated [TBD, executed through Health Centers Division] is terminated, then this Lease shall automatically terminate with the same effective date as the termination of the Pharmacy Services Contract.

**23.1. Surrender at Expiration**

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

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

**23.2.1. Holdover.**

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

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

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**Section 24. NONMERGER:**

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

**Section 25. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

**25.12. Survival.** All provisions in Sections 3, 4, 5, 6, 7, 10, 14, 15 16, and 25 shall survive the termination of this Lease, together with all other rights and obligations herein which by their context are intended to survive.

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

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

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

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

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

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

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

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

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

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

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

**Section 26. ENTIRE AGREEMENT:**

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

*[ Signature page below ]*

*The rest of this page is intentionally left blank.*



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**WARRANT OF AUTHORITY:**

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

**LESSOR**

CLACKAMAS COUNTY BOARD  
OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Jim Bernard, Chair

Approved as to form:

  
\_\_\_\_\_

Office of County Counsel

08/25/2020

\_\_\_\_\_  
Date

**State of Oregon**  
**County of Clackamas**

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

Notarial Officer  
Signature: \_\_\_\_\_

Title of Office: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LESSEE**

GENOA HEALTHCARE, LLC  
707 S. Grady Way, Suite 700  
Renton, WA 98057

DocuSigned by:  
  
F7678A3E425D49B...  
\_\_\_\_\_  
Authorized Signature

Joseph Douglas  
\_\_\_\_\_  
Printed Name

8/7/2020 | 9:40 AM PDT  
\_\_\_\_\_  
Date

27-0556097  
\_\_\_\_\_  
Federal ID#

Stamp (if required):

#9752 (Sandy) Genoa Healthcare, LLC  
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## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

**DESCRIPTION OF PROPERTY:**

Lots 6 and 7, Block 1, MINNIE MEINIG'S PINE VIEW TRACTS, in the City of Sandy, Clackamas County, Oregon.

EXCEPTING from Lot 7, Block 1, that portion conveyed to the State of Oregon by Deed recorded December 23, 1957 in Deed Book 534, Page 496, Deed Records of Clackamas County.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon by Deed recorded April 6, 2004 as Fee No. 2004-028736

### EXCEPTIONS

**Subject to:**

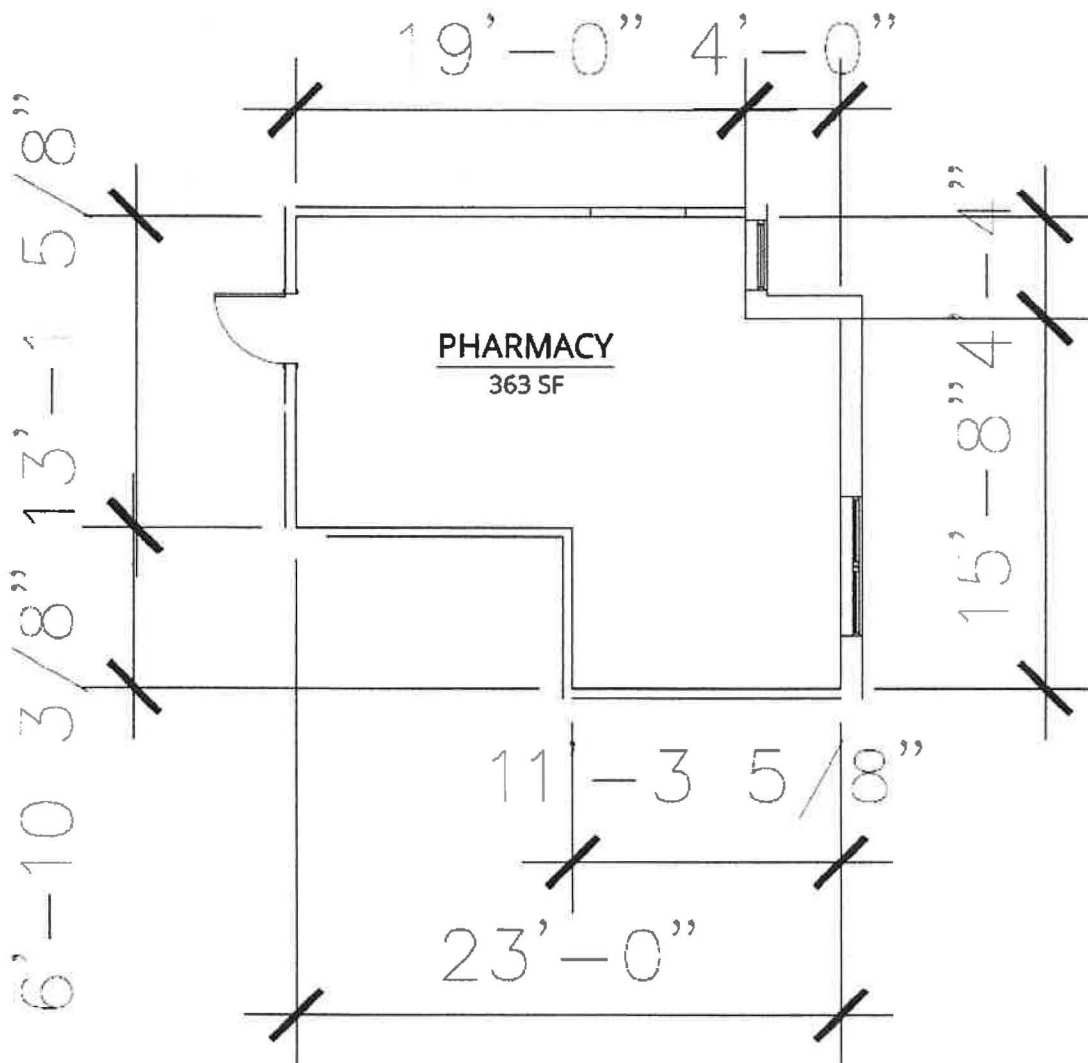
Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Recording Date: December 23, 1957

Recording No.: Book 534, Page 496

**EXHIBIT B**

**FLOOR PLAN**

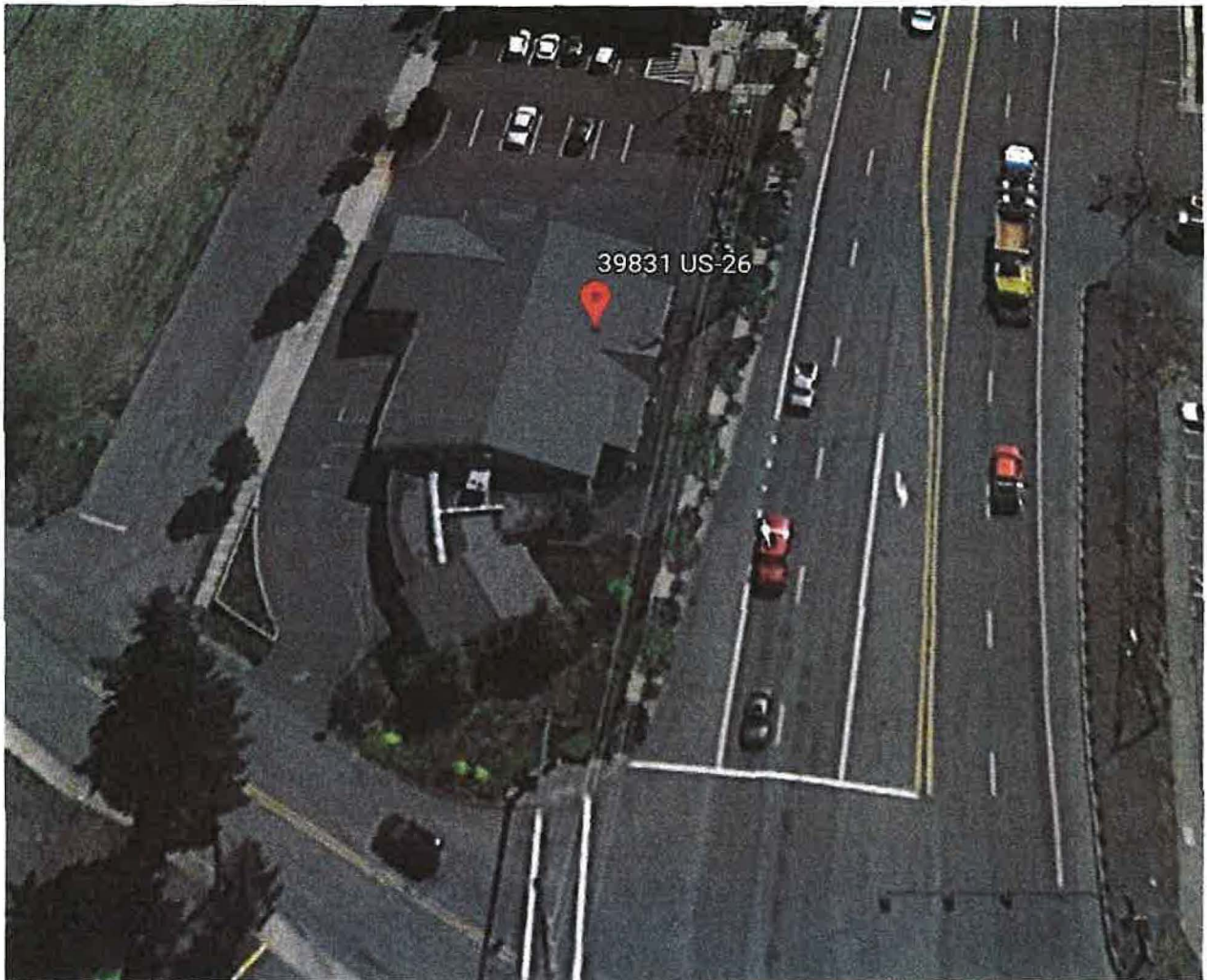


**\*\* Floor Plan is based off of design for newly constructed clinic \*\***

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### EXHIBIT C

### GOOGLE EARTH MAP OF PROPERTY



**\*\* Building shown is not actual building where Pharmacy will be leasing space.  
Construction of new health clinic to be completed in 2021 \*\***

September 10, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to Oregon Department of Veterans Affairs for  
FY 2021 Distribution of Funds

<b>Purpose/Outcomes</b>	Provides assistance to veterans and family members in accessing Veterans Affairs programs and financial support.
<b>Dollar Amount and Fiscal Impact</b>	Maximum agreement value is \$248,043.
<b>Funding Source</b>	Oregon Department of Veterans Affairs. \$559,618 in County General Funds are also allocated to support this program in FY 20/21.
<b>Duration</b>	Effective July 1, 2020 and terminates June 30, 2021
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	This funding aligns with H3S's strategic priority to 1. Increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>County Counsel Review</b>	Reviewed and approved 9/1/2020 by KR
<b>Procurement Review</b>	Was this item processed through Procurement? No Grant funding, approved by Finance/Grants
<b>Contact Person</b>	Erika Silver, Human Services Manager
<b>Contract No.</b>	(503) 650-5725

**BACKGROUND:**

The Social Services Division of the Health, Housing & Human Services Department operates the County Veterans Service Office (CVSO). Approval to Apply for Oregon Department of Veterans Affairs (ODVA) funding is requested so that they agency can receive operational funding for the CVSO. The CVSO provides crucial support to veterans and their families who are seeking Veterans Administration services and supports. In FY 18/19 the office processed over 952 claims and helped to secure over \$11 million in direct financial support for Clackamas County veterans.

This Agreement is effective July 1, 2020 and terminates June 30, 2021. Maximum compensation is \$284,043.

After the adoption of the 2020/21 fiscal year budget H3S learned that there will be a reduction in expected revenue from ODVA. The anticipated \$21,355 reduction will be managed by eliminating the budget for temporary staff. This reduction will not affect the day-to-day operations of the program, but will limit the agency's ability to engage in special projects.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "R. Swift". The signature is stylized and cursive.

Richard Swift, Director  
Health, Housing & Human Services Department



# Oregon

Kate Brown, Governor

Department of Veterans' Affairs

700 Summer St NE

Salem, OR 97301-1285

800-828-8801 | 503-373-2085

[www.oregon.gov/odva](http://www.oregon.gov/odva)

8/25/2020

Jim Bernard  
Chair, Clackamas County Commissioners

Dear Chair Bernard:

The Oregon Department of Veterans' Affairs (ODVA) mission is to serve and honor veterans through our leadership, advocacy and strong partnerships. We recognize that we cannot carry out our mission without the direct efforts of the County Veteran Service Officers (CVSOs).

Due to the shortfall of revenue from the COVID-19 pandemic, the Oregon Legislature met on August 10, 2020, in Special Session to address the State's budget. The Legislature approved budget reductions impacting multiple agencies and programs. Specifically, Senate Bill 5723 reduced pass-through funding for all County Veteran Service Office Programs by \$358,325 (Lottery Funds). Compared to the distribution amounts from the prior year, this results in an approximate 7.93% reduction in CVSO pass-through payments for the current fiscal year (July 1, 2020 – June 30, 2021). For your planning purposes, please note that due to the current economic uncertainty, ODVA may be required to implement additional budget reductions in the future.

Attached is the fiscal year 2021 county application for ODVA pass-through funds to expand and enhance County Veteran Services. This application includes adjusted ODVA funds and carry forward funds from your reported unspent funds in the 4th quarter of FY 2020. When identifying carry forward amounts, ODVA is considering the statutory requirements around the appropriation of these dedicated funds and their uses.

**Please complete and submit the following documents to ODVA at [CVSO-NSOFunding@ODVA.state.or.us](mailto:CVSO-NSOFunding@ODVA.state.or.us) no later than 9/15/2020:**

- Completed application for ODVA pass-through funds, signed by a County Commissioner or County Judge.
- A copy of the approved budget for the County Veteran Services Office for FY 2021 (July 1, 2020 - June 30, 2021), including any unspent Veteran Services funds carried forward from FY 2020 (July 1, 2019 – June 30, 2020).
- If changes have been made to the prior fiscal year since submitting the FY 2020 4th quarter report, provide actual revenue and expenditures. This only needs to be included if significant changes have occurred since you submitted the fourth quarter report.
- If the county contracts for the provision of veteran services, a signed copy of the contract (see section on contracting below).

Fund distributions are made quarterly, upon receipt of expenditure and activity reports submitted no later than the last business day of the month following the end of the quarter. All forms must be signed by an individual authorized by the county.

Note: During the COVID-19 pandemic while widespread remote work limits the ability to get wet signatures in a timely manner this requirement has been waived as long as the designated signatory is copied on the email submission of the report and has verified they reviewed the report before submission.

County Contracting for Veteran Services. A county may contract for veteran services. The written contract must include specific deliverables that meet the criteria in ORS 406.450 and ORS 408.410. A county may only use state pass-through funding for a purpose listed in statute. Any such contract must be sent to ODVA within 30 days of its execution.

For assistance with this process, please contact Brenna Bandstra, Statewide Veteran Services at (503) 373-2090 or at [bandstb@odva.state.or.us](mailto:bandstb@odva.state.or.us)

We sincerely thank you for the services you provide to Oregon's veterans and their families, and we look forward to our continued partnership. Please do not hesitate to let me and our team know how we can continue to improve our service to you and our veterans.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sh. Blasi".

Sheronne Blasi  
Statewide Veteran Services, Director

Enclosures:  
County Application for ODVA Pass-Through Funds



**Clackamas County  
Financial Management System  
Revenue Comparison Report**

**Report ID: GL002Z**

Fund: 242 To 242

DeptID: 4341 To 4344

Program: 05280 To 05280

Business Unit: CLACK

Budget Period: 2021

As of Accounting Period: 1 - July

Run Date: 8/26/2020

Run Time: 2:38:37 PM

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<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
<b>FUND: 242</b> Social Services Fund				
<b>DEPT: 4341</b> Community Action Agencies				
PROGRAM: 05280 Veterans Enhancement Grant				
<b><u>Grant Revenue</u></b>				
332244 State Veterans' Office	13,083.00	0.00	-13,083.00	0.00
<b>Total Grant Revenue</b>	<b>13,083.00</b>	<b>0.00</b>	<b>-13,083.00</b>	<b>0.00</b>
<b><u>Interfund Transfers</u></b>				
390100 I/F Transfer From Fund 100	211,656.00	0.00	-211,656.00	0.00
<b>Total Interfund Transfers</b>	<b>211,656.00</b>	<b>0.00</b>	<b>-211,656.00</b>	<b>0.00</b>
<b>Total PROGRAM 05280</b>	<b>224,739.00</b>	<b>0.00</b>	<b>-224,739.00</b>	<b>0.00</b>
<b>Total DEPT 4341</b>	<b>224,739.00</b>	<b>0.00</b>	<b>-224,739.00</b>	<b>0.00</b>

**Clackamas County  
Financial Management System  
Revenue Comparison Report**

**Report ID: GL002Z**

Fund: 242 To 242

DeptID: 4341 To 4344

Program: 05280 To 05280

Business Unit: CLACK

Budget Period: 2021

Run Date: 8/26/2020

Run Time: 2:38:37 PM

As of Accounting Period: 1 - July

Page 2 of 2

<u>Account</u>	<u>Estimated Revenue</u>	<u>Collections YTD</u>	<u>Balance</u>	<u>PCT Collected</u>
<b>FUND: 242</b> Social Services Fund				
<b>DEPT: 4344</b> CAA Information & Assistance				
PROGRAM: 05280 Veterans Enhancement Grant				
<b><u>Grant Revenue</u></b>				
332244 State Veterans' Office	256,315.00	0.00	-256,315.00	0.00
<b>Total Grant Revenue</b>	<b>256,315.00</b>	<b>0.00</b>	<b>-256,315.00</b>	<b>0.00</b>
<b><u>Interfund Transfers</u></b>				
390100 I/F Transfer From Fund 100	347,962.00	0.00	-347,962.00	0.00
<b>Total Interfund Transfers</b>	<b>347,962.00</b>	<b>0.00</b>	<b>-347,962.00</b>	<b>0.00</b>
<b>Total PROGRAM 05280</b>	<b>604,277.00</b>	<b>0.00</b>	<b>-604,277.00</b>	<b>0.00</b>
<b>Total DEPT 4344</b>	<b>604,277.00</b>	<b>0.00</b>	<b>-604,277.00</b>	<b>0.00</b>
<b>Total FUND 242</b>	<b>829,016.00</b>	<b>0.00</b>	<b>-829,016.00</b>	<b>0.00</b>
<b>Report Total</b>	<b>829,016.00</b>	<b>0.00</b>	<b>-829,016.00</b>	<b>0.00</b>

**Clackamas County**  
**Financial Management System**  
**Statement of Encumbrances and Expenditures**

Fund: 242 To 242  
 DeptID: 4341 To 4344  
 Program: 05280 To 05280

Business Unit: CLACK  
 Budget Period: 2021

**Report ID: GL001Z**  
 Run Date: 8/26/2020  
 Run Time: 2:34:07 PM  
 Page 1 of 2

As of Accounting Period: 1 - July

<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
<b>FUND: 242 Social Services Fund</b>					
<b>DEPT: 4341 Community Action Agencies</b>					
PROGRAM: 05280 Veterans Enhancement Grant					
<b><u>Personal Services</u></b>					
411100 Regular Full Time Employees	25,418.00	0.00	969.54	24,448.46	3.81
415000 Fringe Benefits	11,692.00	0.00	412.88	11,279.12	3.53
415020 Worker Compensation	2,097.00	0.00	0.00	2,097.00	0.00
<b>Total Personal Services</b>	<b>39,207.00</b>	<b>0.00</b>	<b>1,382.42</b>	<b>37,824.58</b>	<b>3.53</b>
<b><u>Materials &amp; Services</u></b>					
435180 Casualty Insurance	2,533.00	0.00	0.00	2,533.00	0.00
438110 Office Rental	13,227.00	0.00	0.00	13,227.00	0.00
<b>Total Materials &amp; Services</b>	<b>15,760.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,760.00</b>	<b>0.00</b>
<b><u>Cost Allocation Charges</u></b>					
477200 Division Indirect Costs	106,950.00	0.00	0.00	106,950.00	0.00
478101 Finance Allocated Costs	13,599.00	0.00	0.00	13,599.00	0.00
478102 Technology Services Alloc Cost	21,061.00	0.00	0.00	21,061.00	0.00
478103 Building Maintenance Allocated	11,551.00	0.00	0.00	11,551.00	0.00
478104 PGR Allocated Costs	2,876.00	0.00	0.00	2,876.00	0.00
478105 Records Management Allocated C	110.00	0.00	0.00	110.00	0.00
478106 Purchasing Services Allocated	481.00	0.00	0.00	481.00	0.00
478107 County Courier Allocated Cost	109.00	0.00	0.00	109.00	0.00
478111 Personnel Administration Alloc	7,979.00	0.00	0.00	7,979.00	0.00
478112 County Administration Allocate	2,297.00	0.00	0.00	2,297.00	0.00
478117 Mailroom Overhead	846.00	0.00	0.00	846.00	0.00
478201 Electric Utility Allocation	1,213.00	0.00	0.00	1,213.00	0.00
478202 Natural Gas Utility Allocation	104.00	0.00	0.00	104.00	0.00
478203 Water Utility Allocation	425.00	0.00	0.00	425.00	0.00
478204 Trash Removal Allocation	171.00	0.00	0.00	171.00	0.00
<b>Total Cost Allocation Charges</b>	<b>169,772.00</b>	<b>0.00</b>	<b>0.00</b>	<b>169,772.00</b>	<b>0.00</b>
<b>Total PROG 05280</b>	<b>224,739.00</b>	<b>0.00</b>	<b>1,382.42</b>	<b>223,356.58</b>	<b>0.62</b>
<b>Total DEPT 4341</b>	<b>224,739.00</b>	<b>0.00</b>	<b>1,382.42</b>	<b>223,356.58</b>	<b>0.62</b>

**Clackamas County**  
**Financial Management System**  
**Statement of Encumbrances and Expenditures**

Fund: 242 To 242  
 DeptID: 4341 To 4344  
 Program: 05280 To 05280

Business Unit: CLACK  
 Budget Period: 2021

**Report ID: GL001Z**  
 Run Date: 8/26/2020  
 Run Time: 2:34:07 PM  
 Page 2 of 2

As of Accounting Period: 1 - July

<u>Account</u>	<u>Appropriation</u>	<u>Encumbered</u>	<u>Expenditures</u>	<u>Avail. Balance</u>	<u>PCT Used</u>
<b>FUND: 242 Social Services Fund</b>					
<b>DEPT: 4344 CAA Information &amp; Assistance</b>					
PROGRAM: 05280 Veterans Enhancement Grant					
<b><u>Personal Services</u></b>					
411100 Regular Full Time Employees	324,453.00	0.00	12,323.59	312,129.41	3.80
413000 Temporary Workers	20,000.00	0.00	0.00	20,000.00	0.00
415000 Fringe Benefits	223,824.00	0.00	8,807.45	215,016.55	3.93
<b>Total Personal Services</b>	<b>568,277.00</b>	<b>0.00</b>	<b>21,131.04</b>	<b>547,145.96</b>	<b>3.72</b>
<b><u>Materials &amp; Services</u></b>					
421100 General Office Supplies	1,500.00	0.00	0.00	1,500.00	0.00
421110 Postage	1,250.00	0.00	33.55	1,216.45	2.68
421210 Computer Hardware/Software-Non	7,593.00	0.00	0.00	7,593.00	0.00
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)	5,920.00	0.00	0.00	5,920.00	0.00
433110 Mileage Reimbursement	4,500.00	0.00	300.15	4,199.85	6.67
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	0.00	0.00	2,737.00	0.00
439100 Dues & Memberships	500.00	0.00	150.00	350.00	30.00
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
450001 Program Expense	0.00	0.00	329.00	(329.00)	0.00
<b>Total Materials &amp; Services</b>	<b>36,000.00</b>	<b>0.00</b>	<b>812.70</b>	<b>35,187.30</b>	<b>2.26</b>
<b>Total PROG 05280</b>	<b>604,277.00</b>	<b>0.00</b>	<b>21,943.74</b>	<b>582,333.26</b>	<b>3.63</b>
<b>Total DEPT 4344</b>	<b>604,277.00</b>	<b>0.00</b>	<b>21,943.74</b>	<b>582,333.26</b>	<b>3.63</b>
<b>Total FUND 242</b>	<b>829,016.00</b>	<b>0.00</b>	<b>23,326.16</b>	<b>805,689.84</b>	<b>2.81</b>
<b>Report Total</b>	<b>829,016.00</b>	<b>0.00</b>	<b>23,326.16</b>	<b>805,689.84</b>	<b>2.81</b>



**COUNTY APPLICATION FOR ODVA FUNDS**  
**FY: JULY 1, 2020 TO JUNE 30, 2021**

*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**  in order to receive state funds for the county's veteran services office. Please submit the documents to: [CVSO-NSOFunding@ODVA.state.or.us](mailto:CVSO-NSOFunding@ODVA.state.or.us).

**SUBMIT TO:** [CVSO-NSOFunding@ODVA.state.or.us](mailto:CVSO-NSOFunding@ODVA.state.or.us)

TIME PERIOD	July 1, 2020 to June 30, 2021
COUNTY	Clackamas

**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

**Budgeted Revenue for July 1, 2020 to June 30, 2021**

ITEM	AMOUNT
County Funds	\$ 559,618
*Carry forward of unspent budgeted funds from previous fiscal year <i>(if applicable)*</i>	\$ N/A
ODVA Funds for 2020-21	\$ 248,043
Other Funds <i>(Identify source)</i>	\$
<b>TOTAL REVENUE</b>	<b>\$ 807,661</b>

**Budgeted Expenditures for July 1, 2020 to June 30, 2021**

<b>TOTAL BUDGETED EXPENDITURES</b>	<b>\$ 807,661</b>
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(NOTE: Budgeted expenditures should match budgeted revenue)

**Required Documents**

- A copy of the approved budget for county veterans services office for the fiscal year 2021.
- 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 2020, if applicable.\*
- If the county contracts for the provision of veteran services, attach a signed copy of the contract.

**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 30<sup>th</sup> day of the month following the end of each quarter.

Printed Name of County Commissioner/Judge (or designee)

Signature of Authorized County Representative named above		Date Signed
Title of Signer	Email Address	Telephone Number
ODVA APPROVED FOR FUNDING	Authorized Signature	Date

# Financial Assistance 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: \_\_\_\_\_

Application for: Subrecipient Assistance    Direct Assistance  
Grant Renewal?    Yes    No

**If renewal, complete sections 1, 2, & 4 only**  
**If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: \_\_\_\_\_

Funding Source: Federal    State    Local

Requestor Information (Name of staff person initiating form): \_\_\_\_\_

Requestor Contact Information: \_\_\_\_\_

Department Fiscal Representative: \_\_\_\_\_

Program Name or Number (please specify): \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Name of Funding Agency: \_\_\_\_\_

Agency's Web Address for funding agency Guidelines and Contact Information: \_\_\_\_\_

### OR

Application Packet Attached:    Yes    No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
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/funding opportunity 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 funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance 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/financial assistance funding opportunity 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, would this grant/financial assistance 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/funding opportunity?

2. How will 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 funding?

**Fiscal**

1. Will we realize more benefit than this financial assistance 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 (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

4. Does this grant/financial assistance 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:

**Brenda Durbin** Digitally signed by Brenda Durbin  
Date: 2020.08.31 10:47:09 -0700

Name (Typed/Printed)

Date

Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.\*\***



**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

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

FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF 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:	Denied:
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:

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County Administration Attestation

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