READ THE COMMENTS IN THIS TEMPLATE, THEN DELETE THEM... AND THIS BOX! You can be more stringent in your requirements than what is indicated here, but not less. Always pass on the programmatic and financial requirements of your grant award to your sub; this is what makes a sub a subrecipient.

CLACKAMAS COUNTY, OREGON		
LOCAL SUBRECIPIENT GRANT AGREEMENT		
Program Name:		
Program/Project Number:		
This Agreement is between Clackama	s County, Oregon, acting by and through its	
(COUNTY) and (SUBSUBRECIPIENT), an Oregon Non-profit Organization.		
COUNTY Data		
Grant Accountant: XXX	Program Manager: XXX	
(phone)	(phone)	
(email)	(email)	
SUBRECIPIENT Data		
Finance/Fiscal Representative: XXX	Program Representative: XXX	
(phone)	(phone)	
(email)	(email)	
FEIN: XX-XXXXXX		

RECITALS

- 1. [PUT PROBLEM STATEMENT HERE. WHAT PROBLEM IS THE COUNTY TRYING TO SOLVE?]
- 2. [PUT STATEMENT ON HOW SUBRECIPIENT CAN MEET THIS PROBLEM HERE]
- 3. [PUT STATEMENT ON AND INFORMATION ABOUT THE GRANT AWARD TO BE USED TO FINANCE THIS SUBAWARD. INCLUDE HOW THE INTENT OF THE FUNDING WE PASS THROUGH COALESCES WITH THE CAPACITY/PROGRAMS/OFFERINGS/STRENGTHS OF THE SUBERECIPIENT, OR BEGINS A NEW PROGRAM THAT THE SUB IS UNIQUELY QUALIFIED TO OFFER. INCLUDE ANY OTHER INFORMATION YOU DEEM IMPORTANT FOR A RECITAL. GRANT AWARD NUMBERS, AMOUNTS, AND REFERENCES TO EXHIBITS <u>DO NOT</u> GO IN THE RECITALS SECTION.]
- 4. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- Term and Effective Date. This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2016 and not later than June 30, 2017, 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.
- 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 [FUNDING AGENCY NAME, IF APPLICABLE] Grant Agreement that is the source of the grant funding, in addition to compliance with the statutory requirements stated in [ADD REFERENCE IF APPLICABLE. CHECK YOUR GRANT AWARD.].
- 4. Grant Funds. The COUNTY's funding for this Agreement is the [AWARD NAME AND NUMBER] issued to the COUNTY by [INSERT AGENCY OR FUNDING ENTITY. FOR EXAMPLE, "the State of Oregon, Criminal Justice Commission," OR "The Gates Foundation," etc.]. The maximum, not to exceed, grant amount that the COUNTY will pay is \$XXX,XXX.
- Disbursements. [CHOOSE ONE OF THE PROVIDED OPTIONS OR MAKE YOUR OWN] [OPTION 1] Disbursements will be made in lump sum according to the following schedule: [EXAMPLE ONLY. TAILOR TO YOUR OWN PURPOSES]
 - 5.1. \$XXX immediately upon execution of this agreement.
 - 5.2. \$XXX upon receipt of second award installment from the State of Oregon, scheduled to be received sometime after October 1, 2016

[OPTION 2] This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

- 6. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
- 8. **Funds Available and Authorized.** The 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 the COUNTY receiving appropriations or other expenditure authority sufficient to allow the 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. 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 may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - Allowable Uses of Funds. SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with [INSERT CONDITIONS HERE FROM ORIGINAL AWARDING AGENCY IF APPLICABLE, OR JUST REFERENCE THE ORIGINAL GRANT AWARD].
 - 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. [OTHERWISE INSERT MATCH REQUIREMENTS WITH SUFFICIENT DETAIL. READ YOUR GRANT AWARD, IF APPLICABLE. REFERENCE THE BUDGET EXHIBIT IF MATCH IS TO BE INCLUDED THERE—RECOMMENDED FOR MOST SUBAWARDS WITH MATCH REQUIREMENTS.]
 - g) Payment. Routine requests for reimbursement should be submitted monthly by the 15th 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 submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
 - i) Lobbying. [INCLUDE LOBBYING RESTRICTIONS FROM YOUR ORIGINAL GRANT AWARD, IF APPLICABLE. OTHERWISE DELETE THIS PARAGRAPH.]

- j) Audit. SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- k) Monitoring. SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the [FUNDING AGENCY/ENTITY], the Secretary of the State of Oregon [IF APPLICABLE], and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- I) 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, 2017), 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.
- m) Failure to Comply. SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) Public Policy. SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, 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. SUBRECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.oregon.gov/cjc/grants/Documents/ 2015_CJC_Grants_Management_Handbook.pdf and incorporated herein by reference.
- 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.

12. State Procurement Standards

- a) County's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <u>http://www.clackamas.us/code/</u>), which are incorporated by reference herein. [IF STATE FUNDED, PASS THROUGH APPLICABLE STATE CONTRACTING RULES, PER YOUR GRANT AWARD.]
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes,
		award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other
		appropriate form of solicitation, award
		on best value
+\$150,000	Formal	Formal solicitation process following
		written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- d) SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

13. General Agreement Provisions.

- a) Indemnification. SUBRECIPIENT agrees to indemnity 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:

- 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 the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) Commercial Automobile Liability. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) Professional Liability. If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance 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 the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) Workers' Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) Additional Insured Provisions. All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the [INSERT ADDITIONAL INSUREDS FROM YOUR GRANT AWARDING AGENCY, IF REQUIRED] but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) Minors. [SOME GRANT AWARDS INCLUDE WORK WITH MINORS. THESE AWARDS ALSO LIKELY INCLUDE INSURANCE COVERAGE FOR WORKING WITH MINORS. INCLUDE ANY CLAUSES APPLICABLE TO WORKING WITH MINORS FOUND IN YOUR GRANT AWARD. OTHERWISE DELETE THIS PARAGRAPH.]
- 7) Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating**. Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A-

or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 9) Certificates of Insurance. As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 10) **Primary Coverage Clarification**. SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause**. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- 12) **Waiver of Subrogation**. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **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 the COUNTY.
- d) Independent Status. SUBRECIPIENT is independent of the 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 the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) 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.
- f) 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 the 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.
- g) **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.
- h) **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.

- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration**. This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

NAME OF SUBRECIPIENT Local Grant Agreement – DTD-17-001 Page 9 of 13

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Ву:	Ву:
Dated:	Dated:
By: Recording Secretary	
Dated:	
Approved to Form	
By: County Counsel	
Exhibit A: SUBRECIPIENT Staten	nent of Program Objectives

- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit D: Request for Reimbursement

EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

[**SUGGESTED CONTENT ONLY**]

GOAL

[YOUR GOAL SHOULD NAME THE PROBLEM AND THE POPULATION TO BE SERVED AND INCLUDE A BROAD STATEMENT ABOUT WHAT SHOULD HAPPEN LONG-TERM AS A RESULT OF THIS PROGRAM. THIS PARAGRAPH FORMS THE FOUNDATION FOR YOUR OBJECTIVES.]

OBJECTIVES

[STATEMENTS DESCRIBING THE RESULTS TO BE ACHIEVED AS PART OF THIS PROGRAM AND HOW THEY WILL BE ACHIEVED. OBJECTIVES TOWARDS YOUR GOAL USUALLY COME IN MULTIPLES, E.G. OBJECTIVE A, OBJECTIVE B, ETC. INCLUDES THE WHO, WHAT, AND WHERE OF THE PROGRAM. OBJECTIVES SHOULD BE MEASURABLE, ACHIEVABLE, RELEVANT TO THE PROGRAM/ACTIVITY TO BE FUNDED, AND INCLUDES A TIME FRAME FOR COMPLETION. YOUR OBJECTIVES CAN FOCUSED ON PROCESS— DESCRIBING ACTIVITIES/SERVICES THAT WILL BE DELIVERED AS PART OF THE PROGRAM—OR FOCUSED ON OUTCOMES—SPECIFYING THE INTENDED EFFECTS OF THE PROGRAM OR THE END RESULT.]

ACTIVITIES

[IF DESIRED AND RELEVANT, LIST THE SPECIFIC ACTIVITIES, E.G. ACTUAL EVENTS, WHICH TAKE PLACE AS PART OF THIS PROGRAM.]

EXHIBIT B PROGRAM BUDGET

[USE EXAMPLE EXHIBITS B&D PROVIDED IN EXCEL ON ALFRESCO]

EXHIBIT C PERFORMANCE REPORTING

PERFORMANCE REPORTING SCHEDULE

[OUTLINE SCHEDULE OF REPORTS AND/OR DATES HERE]

PERFORMANCE REPORTING REQUIREMENTS

[INSERT A MATRIX, FORM, ETC. IF YOU HAVE ONE OR REQUIRE ANOTHER FORMAT APPROPRIATE TO THE AWARD. MAKE SURE TO TIE THE REPORTING TO THE OBJECTIVES SPELLED OUT IN EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES. IF YOUR GRANTING AGENCY REQUIRES REPORTS OF YOU, MAKE SURE TO COLLECT THE DATA FROM THE SUB THAT YOU NEED TO DO YOUR OWN REPORTING.]

EXHIBIT D REQUEST FOR REIMBURSEMENT

[USE EXAMPLE EXHIBITS B&D PROVIDED IN EXCEL ON ALFRESCO]