

AGENDA

Thursday, August 17, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS
Clackamas County Fairgrounds
694 NE 4th Ave., Canby Oregon 97013

Beginning Board Order No. 2017-89

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1921 Approving the Housing Authority's Certification for the Section 8 Management Assessment Program
2. Approval of a Professional Contract for Relocation Services with DDV Consulting Services

II. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Welcome to the Fair from Laurie Bothwell, Executive Director
2. 4-H Presentation

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of an Application to the US Department of Housing and Urban Development, Continuum of Care Program Annual Renewal of Funds – *Housing & Community Development*
2. Approval of a Cooperation Agreement with Catholic Charities and the Housing and Community Development Division for Homeless Veteran Shelter Pre-Development Activities – *Housing & Community Development*

3. Approval of an Intergovernmental Sub-recipient Agreement with Clackamas Education Service District for Focused Child Care Networks – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of the Intergovernmental Agreement with the City of Happy Valley Regarding Administration of the Joint Capital Improvement Plan Area

C. Business & Community Services

1. Approval of the Library Services and Technology Act (LSTA) Grant Agreement between the State Library of Oregon and Business & Community Services on behalf of LINCC (Libraries in Clackamas County)

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html

August 17, 2017

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**Resolution No. 1921 Approving the Housing Authority's Certification for the
Section 8 Management Assessment Program**

Purpose/Outcomes	Resolution No. 1921 grants approval to submit Housing Authority of Clackamas County's (HACC) Section 8 Management Assessment Program Certification (SEMAP).
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
Previous Board Action	Resolution No. 1914, SEMAP approval was passed by the HACC Board of Commissioners August 18, 2016
Strategic Plan Alignment	1. Efficient & Effective Services 2. Build Public Trust through Good Government
Contact Person	Chuck Robbins, Executive Director, 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1921 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).

The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings: High Performer, with a score of 90% or higher; Standard Performer, with a score between 60% and 89%; or Troubled Housing Authority, with a score below 60%. HACC is pleased to report that we continue to be a High Performer this year.

A copy of HACC's SEMAP form is attached. HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution 1921 shows the Board approves of our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1921 and the attached Certification for SEMAP and that the Executive Director of the Housing Authority be authorized to submit the Certification to HUD.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**In the Matter of Approving for the
Certification for the Section 8 Management
Assessment Program (SEMAP)**

RESOLUTION NO. 1921

WHEREAS, the Housing Authority of Clackamas County (HACC) must annually provide a self-assessment relating to the Section 8 tenant-based assistance program, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U. S. Department of Housing and Urban Development,

NOW, THEREFORE BE IT RESOLVED that the attached Certification for the Section 8 Management Assessment Program (SEMAP) is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U. S. Department of Housing and Urban Development.

DATED this 17th day of August, 2017.

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

Get Help

Logoff / Return to Secure Systems



- Assessment Profile
- Reports
- Submission

List Summary Certification Profile Comments

Toni Karter
(MM4139)
PIC Main

Field Office: **0EPH PORTLAND PROGRAM CENTER**

Housing Agency: **OR001 Clackamas**

PHA Fiscal Year End: **6/30/2017**

SEMAP

KDHAP

Logoff

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of

similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response Yes No

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7 Expanding Housing Opportunities.**(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 982.301(b)(4) and (b)(12))**

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

Page 1 of 2

[Go to Comments](#)[Go to Deconcentration Addendum](#)

Save

Reset



Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter (MM4139) Field Office: OEPH PORTLAND PROGRAM CENTER
PIC Main Housing Agency: OR001 Clackamas
SEMAP PHA Fiscal Year End: 6/30/2017

SEMAP CERTIFICATION (Page 2)

KDHAP

Logoff

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name Clackamas

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR 946 1-BR FMR 1053 2-BR FMR 1242 3-BR FMR 1808 4-BR FMR 2188
PS 946 PS 1106 PS 1304 PS 1718 PS 2079
Save Add Delete

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing

0

demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

[Go to Comments](#)

[Deconcentration Addendum](#)

[Back to Page1](#)

Get Help | Logoff / Return to Secure Systems



Assessment Profile | Reports | Submission

List | Summary | Certification | Profile | Comments

Toni Karter (MM4139) PIC Main

Field Office: OEPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2017

SEMAP | KDHAP | Logoff

SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 8/7/2017

PHA Name Clackamas
Principal Operating Area of PHA Clackamas

(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area 5.90

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1 1045 a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
1646 b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
63 c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b).
Is line c 50% or more? Yes No

- 2 a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.
b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
c Number of Section 8 families with children who moved during the last completed PHA FY
d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes No

- 3 **a** Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.
- b** Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- c** Number of Section 8 families with children who moved during the last two completed PHA FYs.
- d** Percent of all Section 8 families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes
No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.
See instructions above concerning bonus points for State and regional PHAs.**

[Back to Certification](#)

Save

Add

Delete

Page 1 of 1

August 17, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Professional Contract for Relocation Services
with DDV Consulting Services

Purpose/Outcomes	Approval of Housing Authority of Clackamas County (HACC) – DDV Relocation Consulting Services 2017-2020 Scope of Services and Budget
Dollar Amount and Fiscal Impact	Not to exceed \$431,000 over a three-year period, contingent on awards and approvals from the U.S. Department of Housing and Urban Development
Funding Source(s)	Housing Authority of Clackamas County No County General Funds
Duration	8-21-2017 through 8-31-2020
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient & effective services 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	H3S Contract #7637

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval of a Contract with DDV Consulting Services to provide Relocation services to HACC. This team was selected from a pool of qualified responses resulting from a competitive Request for Proposals (RFP) process.

DDV Consulting will provide relocation services on a task order basis including; relocation planning, coordination of temporary and permanent relocation of HACC households, and collection and analysis of relocation data.

Relocation services are required for the successful completion of several projects and agency initiatives either currently underway or projected to start in the next 2-3 years. This includes the rehabilitation of Hillside Manor in Milwaukie, the sale of Oregon City View Manor, the redevelopment of Clackamas Heights and Hillside Park, and an application to convert Scattered Site Public Housing units to Project Based Section 8.

Many of the tasks identified in the contract Scope of Work documents will be contingent upon successful application and approvals from the U.S. Department of Housing and Urban Development (HUD).

No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve the contract and staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

PROFESSIONAL SERVICES CONTRACT

FOR

DDV CONSULTING SERVICES - RELOCATION

BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS
COUNTY

Jim Bernard, Chair

Sonya Fischer, Commissioner

Ken Humberston, Commissioner

Martha Schraeder, Commissioner

Paul Savas, Commissioner

Paul Reynolds, Resident Commissioner

PROFESSIONAL SERVICES CONTRACT FOR RELOCATION SERVICES

This "Contract" for professional services is entered into by and between the Housing Authority of Clackamas County, hereinafter referred to as HACC, and DDV Consulting Services, hereinafter called the CONTRACTOR. HACC and CONTRACTOR, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

I. SCOPE OF WORK and TERM OF CONTRACT:

The Scope of Work is described in Attachment "A" which by this reference is hereby incorporated into and made a part of this contract. Work shall be performed in accordance with a schedule approved by the HACC. The term of the contract shall commence upon Contract execution and continue through August 31, 2020. Passage of the Contract expiration date shall not extinguish or prejudice HACC's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

II. COMPENSATION:

A. HACC agrees to compensate the CONTRACTOR on a fee-for- services basis as provided for in Attachment "B" which by this reference is hereby incorporated into and made a part of this contract. Invoices submitted for payment in connection with this contract shall be properly documented and shall indicate pertinent HACC contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this contract shall be a not to exceed amount of **\$431,000.00**. CONTRACTOR bears the risk of non-payment for services in excess of the amount stated above without prior HACC approval; but HACC reserves the right to ratify and pay for such services in its sole discretion.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
- 2.** This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to HACC employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.

4. CONTRACTOR represents and warrants that CONTRACTOR is not an employee of HACC or of the Federal Government, meets the independent contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of HACC, as those terms are used in ORS 30.260 et. seq.

III. CONTRACT DOCUMENTS. The Contract shall consist of the following component parts:

- a. This Contract
- b. Scope of Work (Exhibit A)
- c. Instruction to Offerors Non-Construction (Exhibit B)
- d. Certifications and Representations of Offerors (Exhibit C)
- e. General Conditions for Non-Construction Contracts (Exhibit D)

IV. CONSTRAINTS

The CONTRACTOR agrees:

A. CONTRACTOR shall not delegate the responsibility for providing services under this contract to any other individual or agency without the express written permission of HACC.

B. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235, the following terms and conditions are made a part of this agreement:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against the HACC on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing HACC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the

CONTRACTOR by reason of this agreement.

3. Tax Laws

a. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR's property, operations, receipts, or income, or to CONTRACTOR's performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

4. CONTRACTOR must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of the CONTRACTOR's warranty in this Agreement that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all remedies available under this Agreement, at law, or in equity, including but not limited to:

- a.** Termination of this Agreement, in whole or in part;
- b.** Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to HACC's setoff right, without penalty; and
- c.** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of CONTRACTOR's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

d. These remedies are cumulative to the extent that remedies are not inconsistent, and HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

7. The CONTRACTOR shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this contract.

8. The CONTRACTOR shall indemnify, save harmless and defend the HACC, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees, subcontractors, or agents.

9. Services performed by CONTRACTOR shall be performed in a comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as CONTRACTOR.

V. INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the CONTRACTOR, its agents, representatives, employees, or sub-contractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).

3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on HACC property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.

B. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain insurance limits of no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. (*including coverages for discrimination, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by HACC. At the option of HACC, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACC, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to HACC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or endorsed to contain, the following provisions:

1. HACC, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects HACC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by HACC, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to HACC.
4. Maintenance of the proper insurance for the duration of the contract is a material element

of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the CONTRACTOR.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+. CONTRACTOR must provide written verification of their insurer's rating.

F. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish HACC with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by HACC in sufficient time before the agreement commences to permit CONTRACTOR to remedy any deficiencies. HACC reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUB-CONTRACTORS' INSURANCE

CONTRACTOR shall include all sub-contractors as insured's under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit HACC to approve them before sub-contractors' work begins. All insurance coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, CONTRACTOR shall indemnify HACC for any claims resulting from the performance or non-performance of the CONTRACTOR's sub-contractors and/or their failure to be properly insured.

VI. SUBCONTRACTORS:

Use of sub-contractors must be pre-approved in writing by HACC. The CONTRACTOR shall be responsible to HACC for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VII. OTHER TERMS:

A. Termination. This contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. Amendments. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of HACC.

C. Governing Law/Venue. This contract shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this contract shall be commenced in the Circuit Court of Clackamas County or the Federal District Court for Oregon.

D. Third Party Beneficiaries. HACC and CONTRACTOR are the only parties to this

contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, or is intended to give, any right or benefit to any third persons unless such third persons are identified individually by name herein and expressly identified as intended beneficiaries of this contract.

E. Force Majeure. Neither HACC nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, terrorism, strikes, acts of god, or war, where such cause was beyond their reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of their obligations under this contract.

F. Survival. The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

G. Records. CONTRACTOR shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, CONTRACTOR shall maintain any other records pertinent to this contract in such a manner as to clearly document CONTRACTOR'S performance hereunder. Contractor shall maintain any such records for a minimum of three years following final payment and termination of this contract, and CONTRACTOR shall allow HACC and its duly authorized representative's access to such records during that time or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

H. Ownership and Use of Documents. All work products of CONTRACTOR which result from this contract (the "work products"), except material previously and mutually identified as confidential, shall be provided to HACC upon request and shall be considered exclusive property of HACC. In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants HACC a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for HACC purposes, all such work products, including but not limited to any information, designs, plans or works provided or delivered to HACC or produced by CONTRACTOR under this contract.

I. Whole Contract. This contract constitutes the complete and exclusive statement of the contract between the parties relevant to the purpose described herein and supersedes and cancels any prior contracts or proposals, oral or written, and all other communication between the parties relating to the subject matter of this contract. No waiver, consent, modification or change of terms of this contract will be binding on either party except as a written addendum signed by authorized agents of both parties.

J. Representations and warranties. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in

addition to, and not in lieu of, any other warranties provided.

K. Severability. If any provision of this Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

L. Waiver. Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

M. Time is of the Essence. Time is of the essence for this Contract.

N. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

Signatures on following page

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.



Authorized Signature

DARCY VINCENT, PRESIDENT
Name / Title Printed

8/8/17
Date

Approved as to Form:

 8/7/17
County Counsel Date

PHN-971-246-1056 FAX-N/A
Telephone / Fax Number

47-4213172
Federal Tax ID Number

HOUSING AUTHORITY OF CLACKAMAS COUNTY

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

DATED this 17 day of August, 2017 BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

August 17, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for Continuum of Care Program grant funds from the US Department of Housing and Urban Development (HUD). Funding will be used for rent assistance and services to 17 different projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2017 will be for approximately \$2,500,000 including a possible \$134,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County General Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	CoC project years vary, most are July 1, 2018 to June 30, 2019
Previous Board Action	Board authorized county staff to apply for the FY2016 CoC Consolidated Application renewal and bonus funds on August 16, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, CD Manager 503-650-5663
Contract No.	NA

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2017 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

Healthy Families. Strong Communities.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$134,000.

RECOMMENDATION:

We recommend the authorization of this CoC grants application and that Richard Swift, Director of Health, Housing and Human Services be authorized to sign all CoC applications, supporting documents and County CoC grant award documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

August 17, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Cooperation Agreement with Catholic Charities and the
Housing and Community Development Division for
Homeless Veteran Shelter Pre-Development Activities**

Purpose/ Outcome	The Agreement will allow for the Housing and Community Development Division (HCD) to provide Community Development Block Grant (CDBG) funds to assist with project pre-development costs for the development of a Homeless Veterans Shelter village. Activities include engineering, architecture, planning, permits, studies and other off-site predevelopment costs. The proposed project site is at the northern terminus of SE 115 th Ave.
Dollar Amount and Fiscal Impact	Community Development Block Grant (CDBG) funds of \$70,000 as a grant. County General Funds in the amount of \$300,000 will be administered under a separate agreement.
Funding Source	U.S. Department of Housing and Urban Development CDBG funds.
Duration	Upon execution, 5-year period of compliance
Previous Board Action/ Review	Tiny House Project, One-Year Action Plan approved May 5, 2016 BCC Study Session, 06/20/2017
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and secure communities.
Contact Person	Kevin Ko – Housing and Community Development: 503-655-8359
Contract No.	H3S 8045

BACKGROUND: The Housing and Community Development Division (HCD) of the Health, Housing and Human Services Department requests the approval of a Cooperation Agreement with Catholic Charities.

During the FY 2016/17 budgeting process, the Board of County Commissioners set aside up to \$300,000 of funding to assist with the development of a shelter village for homeless Veterans. The community will consist of sleeping pods, with common facilities for sanitary needs, food preparation, storage and a workshop. It is envisioned to be a public/private partnership between the County and homeless service providers. After receiving letters of interest and subsequent grant proposals from interested parties, the proposal submitted by Catholic Charities was selected as the most complete and feasible. It is the goal of all parties to have the shelter village available for its intended use by December 2017.

PROJECT OVERVIEW: CDBG funds will be used to assist with architectural, engineering, planning and other off-site pre-development costs necessary to move the project forward.

RECOMMENDATION: We recommend the approval of this 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

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

CATHOLIC CHARITIES

I) Purpose:

- (A) This Cooperation Agreement (“Agreement”) is entered into between Clackamas County a political subdivision of the State of Oregon (“County”) by and through its Housing and Community Development Division, and Catholic Charities, an Oregon nonprofit corporation (“Catholic Charities”) to provide a basis for a cooperative working relationship for necessary engineering, architectural, environmental studies, design, planning, permitting and other predevelopment services and activities associated with the installation of a shelter village for homeless Veterans in Clackamas County (“Project”). Apart from soil and site testing necessary for environmental reporting purposes, no ground disturbing activities are covered under this contract. Professional services and activities covered under this Agreement are being funded with Community Development Block Grant (“CDBG”) funds. Catholic Charities will be the developer, manager and fiscal agent of the Project.
- (B) The pre-development activities covered under this Agreement are necessary for the proposed siting of a shelter village for homeless Veterans, and is intended to provide emergency shelter and associated services to Low-to-Moderate Income Individuals, as determined by the CDBG funding guidelines.

II) Scope of Cooperation:

- (A) Under this Agreement the responsibilities of Catholic Charities shall be as follows:
 - 1) Catholic Charities will be the Fiscal Agent for the Project.
 - 2) Catholic Charities shall assist the County with due diligence to determine the feasibility of the Project and the covered activities.
 - 3) Catholic Charities agrees to report to the County demographic information on each shelter village client. The report shall cover the period between July 1 and June 30 for each year or partial year Project is operational. The report which has been made a part of the Agreement and is included as Attachment A shall be submitted to the County no later than the 31st day of August of each such year during the term of this Agreement.
 - 4) Catholic Charities shall also adhere to the guidelines of 24 CFR Part 85, excerpted and attached hereto as Attachment B.
 - 5) This Project does not require match. However, it is important to report the dollar amount of other resources that were leveraged by the CDBG funds. Catholic Charities agrees to complete the County’s CDBG Match Funds form (Attachment C) which identifies other sources of funding allocated for the Project.

(B) Under this Agreement the responsibilities of the County shall be as follows:

- 1) The County agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the Project.
- 2) The County shall conduct necessary environmental reviews described in 24 CFR part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
- 3) The County shall conduct due diligence to determine the feasibility of the Project.
- 4) The County has determined that the Project will meet the CDBG objective of benefiting primarily low and moderate income persons as a Limited Clientele Activity as described in 24 CFR part 570.208(a)(2)(A). County may conduct periodic reviews of the Project to ensure that the CDBG national objective is being met.
- 5) The County shall provide reasonable and necessary staff for administration of this Agreement.

III) Budget and Financial

(A) The County will provide up to **\$70,000** dollars of CDBG funds to Catholic Charities for the activities covered under this Agreement. The funds will be provided as a grant, and will be disbursed to Catholic Charities on a reimbursement basis.

The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County’s financial contribution exceed the amount finally granted, released and approved by HUD for this Project. The County will provide up to \$70,000 of CDBG funds.

Catholic Charities will be financially responsible for all funds needed for the covered activities beyond the County’s \$70,000 available for the Project. In order to meet its CDBG program match obligations, Catholic Charities shall expend not less than \$14,000 toward the costs of the covered activities.

(B) If Catholic Charities fails to meet a national objective for allowed use from the CDBG Program under the HUD guidelines, the County reserves the right to demand repayment of all CDBG expenditures.

IV) Liaison Responsibility

Trell Anderson will act as liaison from Catholic Charities for this Project. Kevin Ko will act as liaison from the County.

V) Special Requirements

(A) Law and Regulations. The County and Catholic Charities agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

- (B) Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.
- (C) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (D) Indemnification. Catholic Charities agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Catholic Charities or its employees or agents, in performance of this Agreement. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the County agrees to indemnify, defend and hold harmless Catholic Charities, its officers, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or its employees or agents, in performance of this Agreement.
- (E) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- (F) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (G) Access to Records. Catholic Charities will ensure that the County, the State of Oregon, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- (H) Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.
- (I) Conflict of Interest. No officer, elected official, board member, employee, or agent of Catholic Charities or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires

any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.

- (J) Insurance. Catholic Charities will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected Catholic Charities Property. Catholic Charities will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, Catholic Charities shall be required to maintain flood insurance. Catholic Charities shall keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the County, its officers, elected officials, agents, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270. Catholic Charities must meet these insurance requirements until the termination of the Agreement.
- (K) Nondiscrimination. Catholic Charities and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- (L) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by Catholic Charities to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (M) Evaluation. Catholic Charities agrees to participate with the County in any evaluation process or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- (N) Reversion of Assets. This section is not applicable.

VI) Amendment

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

VII) Term of Agreement

- A) This Agreement becomes effective when it is signed by both Parties.

- B) The term of this Agreement is a period beginning when it becomes effective and ending five (5) years from the date signed by both Parties. The expiration date of this Agreement will be August, 2022.
- C) This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by the County in accordance with 24 CFR 85.43 resulting from material failure by Catholic Charities to comply with any term of this Agreement;
 - 2. Mutual agreement by the Parties in accordance with 24 CFR 85.44; or
- D) In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended balance of CDBG funds shall remain with the County.

VIII. Integration

This Agreement contains the entire agreement between Catholic Charities and the County and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

XI. Waiver

Catholic Charities and the County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CATHOLIC CHARITIES

2740 SE Powell Blvd.
Portland, Oregon 97202

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Trell Anderson, Director
Community Development and Housing

Richard Swift, Director
Health, Housing and Human Services
Department

Date

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Homeless Veterans Shelter Village

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: _____

Persons with Disabilities: _____

Race Categories			
		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

Signature

Date

Organization

CDBG AGREEMENT: 2017 VETERAN SHELTER PREDEVELOPMENT

INSTRUCTIONS

Total Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience. Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

ATTACHMENT C

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the CATHOLIC CHARITIES acquisition project:

CLACKAMAS COUNTY CDBG FUNDS	\$70,000
-----------------------------	-----------------

SOURCES OF LOCAL MATCH:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By:
(Print name)

Signature

Date

August 17, 2017

Board of Commissioners
Clackamas County

Approval of an Intergovernmental Subrecipient Agreement
with Clackamas Education Service District for Focused Child Care Networks

Purpose/Outcomes	Program works with child care providers in Clackamas County serving low income and/or Latino families to provide training and technical assistance to improve the educational quality of programs and increase Quality Improvement Ratings to improve readiness for kindergarten for underserved populations.
Dollar Amount and Fiscal Impact	\$18,892 No fiscal impact to the County
Funding Source	Federal Child Care Development Funds passed through ODE Early Learning Division State General Funds CFDA 93.575
Duration	July 1, 2017 through September 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	8383

BACKGROUND:

The Children, Youth & Family Division of the Health, Housing & Human Services Department requests approval of the Intergovernmental Subrecipient Agreement with Clackamas Education Service District to fund Focused Child Care Network (FCCN) programming. The purpose of FCCN is to identify child care providers/programs within Clackamas County and provide them with training and technical assistance to increase the quality of child care and achieve a state certified Quality Improvement Ratings. Identified programs focus on a families with children that are low income and/or Latino.

There are no County general funds involved in this agreement and it has been reviewed and approved by County Counsel. It becomes effective upon signature for services starting July 1, 2017 and terminating September 30, 2017. It has a maximum value of \$18,892.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT #CYF-8383**

Project Name: ***Focused Child Care Network***
Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing & Human Services (COUNTY) and **Clackamas Education Service District**, (SUBRECIPIENT) a unit of local governmental.

Clackamas County Data

Grant Accountant: <i>Michael Morasko</i>	Program Manager: <i>Kimberly Lopez</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5435 mmorasko@co.clackamas.or.us	Children, Youth & Families Division 150 Beaver creek Rd. Oregon City, OR 97045 503-650-5680 klopez@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Carol Moore</i>	Program Representative: <i>Carol Moore</i>
Clackamas ESD – Child Care Resource & Referral 13455 SE 97 th Clackamas, Oregon 97015 Phone: 503.675.4150 Email: cmoore@clackesd.k12.or.us	Clackamas ESD – Child Care Resource & Referral 13455 SE 97 th Clackamas, Oregon 97015 Phone: 503.675.4150 Email: cmoore@clackesd.k12.or.us
DUNS: 096253976	

RECITALS

1. Clackamas Education Service District Child Care Resource and Referral (CESD-CCR&R) (SUBRECIPIENT) works to ensure that all children have access to quality, nurturing environments through information, personalized referrals, and training for both parents and child care providers. It is part of Oregon’s system of childhood care and education and works closely with other public and private organizations to provide essential services and supports for children and families in rural and underserved areas of Clackamas County.
2. SUBRECIPIENT will continue to provide support to 3 established focused child care networks consisting of a minimum of 12 family child care providers in rural Clackamas County (Canby, Estacada, Molalla & Oregon Trail-Sandy School District and Oregon City catchment areas, with the goal of increasing the educational quality of child care by providing incentives and engaging providers to participate in the statewide Quality Improvement Rating System.
3. This Grant Agreement of Federal 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 Subrecipient Grant Agreement (this “Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **September 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 carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the County's Focused Child Care Network Agreement with the State of Oregon Department of Education Early Learning Hub (award date: 06/08/2017) that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations* (CFR), Part 98. A copy of that grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Focused Child Care Network Grant Award Agreement – Child Care Development Fund (Catalogue of Federal Domestic Assistance [CFDA] #: 93.575)** issued to the COUNTY by the State of Oregon Department of Education Early Learning Division. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$18,892**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund 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 sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** The 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 modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.

- m) **Specific Conditions.** Not Applicable.
- n) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- o) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- p) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- q) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- r) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- s) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have

access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- t) **Record Retention.** The 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 three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- v) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 98.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by [Agency].
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act,

as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- d) **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.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Use forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- 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 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, elected officials, 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, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials 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, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **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.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **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.
 - 10) **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.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior 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 without giving effect to the conflict of law provisions thereof. 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 Follows)

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

SUBRECIPIENT

Clackamas Education Service District
13455 SE 97th Avenue
Clackamas, OR 97015

CLACKAMAS COUNTY

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

By: 
Jada Rupley, Superintendent
Dated: 8/8/2017

Signing on behalf of the Board:

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

Dated: _____

By:  for RAC
Rodney A. Cook, Director
Children, Youth & Families Division
Dated: 8/8/2017

Approved to Form

By: 
County Counsel
Date: 20 July 2017

- Exhibit A-1: Scope of Work
- Exhibit A-2: Demographic Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Congressional Lobbying Certificate
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Performance Reporting Schedule
- Exhibit F: Final Financial Report



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 17, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County and the City of Happy Valley regarding administration of the Joint Capital Improvement Plan Area

Purpose/Outcomes	Terminate joint administration of the TSDC Program related to the Happy Valley Clackamas County Joint Area, such that each jurisdiction will be solely responsible for the administration of its own TSDC program.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Happy Valley Clackamas County Joint TSDC Funds
Duration	Termination of district will be effective 12/31/2017; upon implementation of new plans in each jurisdiction. IGA will be in effect no more than 10-years from the effective date of the new plan areas.
Previous Board Action	8/1/2017 – BCC review of the draft IGA.
Strategic Plan Alignment	Termination of this agreement allows the City to develop a program that aligns with the following County's Performance Clackamas goals: <ul style="list-style-type: none">• Grow a vibrant economy• Build a strong infrastructure• Build public trust through good government
Contact Person	Diedre Landon, Administrative Services Manager 503-742-4411

While Clackamas County currently has two Transportation System Development Charge ("TSDC") districts – one county district and one joint district with the City of Happy Valley -- at the end of the TSDC plan update process we will only have one district for the unincorporated areas of the county. As agreed with Happy Valley, the joint district with the city for areas in and around Happy Valley will be dissolved and each jurisdiction will manage its own district with its own rates. The attached intergovernmental agreement (Attachment 1) outlines the terms of separation for the joint district.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement between Clackamas County and the City of Happy Valley regarding administration of the Joint Capital Improvement Plan Area

Respectfully submitted,

Diedre Landon
Administrative Services Manager, Snr.

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF HAPPY VALLEY REGARDING ADMINISTRATION
OF THE JOINT CAPITAL IMPROVEMENT PLAN AREA**

This agreement (the "Agreement") is made between Clackamas County, a political subdivision of the State of Oregon (the "County"), and the City of Happy Valley, a municipal corporation of the State of Oregon (the "City"), pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

RECITALS:

- A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
- B. ORS 223.302 authorizes local governments to impose system development charges to be expended in accordance with ORS 223.297 to 223.314.
- C. In 2007, the City and County entered into an agreement (the "2007 IGA"), attached hereto as "Exhibit A," for the joint administration of a Transportation System Development Charge ("TSDC") program covering an area falling within the boundary of the City as well as an unincorporated portion of the County (the "TSDC Program").
- D. The 2007 IGA addressed arterial and collector transportation system needs within the geographic area including the City and the unincorporated portions of the County, generally described as being bordered to the north by the Multnomah County line, to the east by 172nd Avenue, to the south by Oregon Highway 212, and to the west by Interstate Highway 205 (the "Joint Area"), as more specifically described in Exhibit A.
- E. The County and the City now wish to terminate joint administration of the TSDC Program related to the Joint Area, and to modify associated agreements and plans, such that each jurisdiction will be solely responsible for the administration of its own TSDC program, with separate programs covering the separate jurisdictional areas currently within the Joint Area.
- F. In light of certain outstanding liabilities arising from the 2007 IGA, the Parties acknowledge that it is not possible to immediately terminate the relationship set forth above, but wish to provide a mechanism to account for the outstanding liabilities as they mature and to provide for the eventual termination of the joint administration of the TSDC Program.

- G. The County currently maintains the fund account associated with the TSDC Program from which revenues are collected and expenses are paid (the "TSDC Fund"). As of June 12, 2017, the TSDC Fund contained a balance of \$5,209,613.47.
- H. ORS 223.207 requires that, in certain circumstances, local jurisdictions provide a means by which property owners may pay TSDC assessments in installments. The Joint Area provides a 10-year amortization schedule for those property owners who wish to take advantage of this deferral program. As of June 12, 2017, there was a total of \$54,457.87 worth of outstanding TSDC installment plan deferrals which are expected to be collected over the course of the next 10 years and credited to the TSDC Fund as revenue.
- I. ORS 223.297-223.314, Clackamas County Code Section 11.03.050 and Happy Valley Municipal Code Section 3.04.120 provide a process for developers to obtain credits for developing capacity-increasing capital improvements. These credits can be used to offset future TSDCs. These credits must be redeemed within 10 years of issuance and are characterized as outstanding liabilities against the TSDC Fund. As of June 15, 2017, there was a total of \$45,123 worth of unredeemed credits.
- J. Clackamas County Code Section 11.03.030 and Happy Valley Municipal Code Section 3.04.050 authorize certain TSDCs reductions for certain mixed-use developments and other station area developments which reduce vehicle trips on the adjacent roadway. These reductions are memorialized in a development agreement which allows the County and the City, among other things, to capture any unwarranted TSDC reduction resulting from a final built development that does not achieve the requirements associated with the reduction.

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT:

1. Intergovernmental Agreement and TSDC Methodology:

- 1.1. The Parties agree to jointly modify the TSDC Program. This process shall involve, but may not necessarily be limited to, changes to each Party's Capital Improvement Plan, modification of the existing methodology and/or adoption of a new methodology supporting the system development charges, adoption of new plans customized for each jurisdiction and changes to the Clackamas County Code and Happy Valley Municipal Code, as needed.
- 1.2. The Parties shall complete the necessary modifications to the Joint Area TSDC Program Plan no later than December 31, 2017. Failure by either Party to complete the necessary modifications specified in Section 1.1 by December 31, 2017 shall constitute default. If either Party fails to complete the necessary modifications

specified in Section 1.1 by December 31, 2017, the non-defaulting Party shall be entitled to be reimbursed by the defaulting Party for all costs and expenses incurred by the non-defaulting Party in connection with its work to fulfill its commitment under Section 1.1. Reimbursable costs include those incurred in connection with the adoption of a new or modified methodology supporting the system development charges, adoption of new plans and changes to the non-defaulting Party's code. If both Parties fail to complete the necessary modifications specified in Section 1.1 by December 31, 2017, neither may seek reimbursement from the other under this section.

- 1.3. The County and the City hereby terminate the 2007 IGA, effective immediately upon implementation by each Party of an updated methodology supporting the system development charge and any necessary modifications to each Party's ordinance or code. Each Party to this Agreement shall notify the other Party in writing upon the adoption of an updated methodology. Notice shall be provided to the respective Agency Contacts as provided in Section 6.1, below.

2. Fund Distribution:

- 2.1. With the exception of those funds set aside to credit outstanding vouchers, as detailed in Section 4 of this Agreement, below, the remaining TSDC Fund balance shall be distributed to each of the Parties on the same percentage basis as the funds were collected by each of the Parties during the term of the 2007 IGA. As of June 12, 2017, the City had collected 72.2% of the funds associated with the Joint Area compared to 27.8% of the funds collected by the County. The Parties acknowledge these percentages could change between the effective date of this Agreement and the date of final termination of the 2007 IGA.
- 2.2. The funds to be allocated under this Section shall be distributed to each Party on or before December 31, 2017, but in no event prior to the date of final termination of the 2007 IGA, as specified in Section 1.3 of this Agreement.

3. Accounts Payable:

- 3.1. The County shall continue to collect the installment payments for those accounts which are active on the date of final termination of the 2007 IGA. As funds are received, they shall be divided as provided in Section 2.1, above. The County shall remit the City's share of those funds within 30 days of County's receipt of those funds.
- 3.2. The Parties shall be jointly responsible for any collection efforts to recover funds from delinquent installment accounts executed under the 2007 IGA.

4. Credit Vouchers:

- 4.1. The County shall at all times retain an amount in the TSDC Fund equal to the current balance of unredeemed credits for purposes of reimbursing outstanding credit vouchers. In no event shall the amount of available funds in the TSDC Fund be less than the amount of credit vouchers that are eligible to be redeemed.
- 4.2. Outstanding credit vouchers may be used in any area under either City or County jurisdiction for development within the boundaries of the Joint Area as established by the 2007 IGA and corresponding methodology. Upon receiving a request by a developer to apply a credit voucher in the Joint Area, the Party accepting the credit voucher shall contact the Agency Contact for the other Party as specified in Section 6.1, below, to request written acknowledgment that the application of the credit voucher is appropriate given the location of the proposed development and the outstanding credit balance. Within 30 days of receiving the written acknowledgment described herein, funds equal to the amount of the redeemed credit voucher shall be distributed from the TSDC Fund to the Party that has accepted the credit voucher.
- 4.3. If an outstanding credit voucher is not redeemed by the 10th anniversary of the issuance date of the voucher, an amount equivalent to the expired credit shall be distributed to the Parties on the same percentage basis as the funds were collected during the term of the 2007 IGA. Funds from expired credits shall be distributed to the Parties on or before December 1 of each calendar year following the fiscal year in which the credit vouchers expired.

5. Pending Development Agreements:

- 5.1. The Parties shall have the responsibility to collect any additional payment which becomes due as a result of a default by a property owner under a pending development agreement for those development agreements which are still in effect on the date of final termination of the 2007 IGA. As funds are received, they shall be divided as provided in Section 2.1, above. The collecting Party shall remit to the other Party the share of those funds due to the non-collecting Party within 30 days of receipt of those funds.
- 5.2. Parties shall be jointly responsible for any collection efforts to recover funds which become due as a result of any default by a property owner under a pending development agreement executed under the 2007 IGA.

6. Proceeds:

- 6.1. Those proceeds distributed to either Party under Sections 2.1, 3.1, 4.2, 4.3, or 5.1 of this Agreement shall be subject to the restrictions of ORS 223.307 and 223.311.

6.2. Pursuant to ORS 223.307(5), the proceeds distributed to either Party under Sections 2.1, 3.1, 4.2, 4.3, or 5.1 of this Agreement may be expended on the costs of developing and administering the system development charge program.

7. General Provisions:

7.1. AGENCY CONTACT

All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment under Section 4.2 of this Agreement, shall be directed to the following representatives of the Parties (“Agency Contact”):

Clackamas County: Diedre Landon
Administrative Services Manager- DTD
150 Beavercreek Road
Oregon City, OR 97045

City of Happy Valley: Michael D. Walter, AICP
Economic & Community Development Director
16000 SE Misty Dr.
Happy Valley, OR 97086

Either Party may change the foregoing Agency Contact or associated contact information by giving prior written notice thereof to the other Party at its notice address.

7.2. INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including its officers, Commissioners, Councilors, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor’s officers, Commissioners, Councilors, employees, agents, subcontractors, or anyone over which the Party has a right to control. Each party additionally agrees to hold harmless, defend, and indemnify each other, including its officers, Commissioners, Councilors, agents, and employees in the event of any lawsuit brought by a third party to enforce ORS 223.297 to 223.314. Each Party shall give the other Party immediate written notice of any action or suit filed or any claim made against that Party that may result in litigation in any way related to this Agreement.

7.3. SEVERABILITY

If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision, to give effect to the intentions of the Parties to the maximum extent possible.

7.4. MODIFICATION OF AGREEMENT

Any waiver, consent, modification, amendment or change to the terms of this Agreement shall be effective only when reduced to writing and approved by governing bodies of both Parties. Any such waiver, consent, modification, amendment or change, including but not limited to any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both Parties.

7.5. INTEGRATION

This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the termination of the 2007 IGA. As of the effective date of this Agreement, there are no other agreements regarding the termination of the 2007 IGA, either oral or written.

7.6. RECORDS

Each Party and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

7.7. THIRD-PARTY BENEFICIARIES

The City and the County are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any non-parties to this Agreement.

7.8. APPLICABLE LAW

This Agreement shall be construed according to the laws of the State of Oregon. Any litigation between the City and the County arising under this Agreement or out of work performed pursuant to this Agreement shall occur, if in the state courts, in the Clackamas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

7.9. DISPUTE RESOLUTION

7.9.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this agreement, the Party alleging such default or breach shall give the other Party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the Party shall not be considered in default for purposes of termination or instituting legal proceedings.

7.9.2 The Parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the Parties concerning this Agreement that cannot be resolved by mutual agreement, it is agreed that the matter may be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the Parties to this Agreement may agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available.

7.10. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective immediately upon approval by the governing bodies of Clackamas County and the City of Happy Valley. This Agreement shall automatically terminate upon the occurrence of all of the following events:

7.10.1 Termination of the 2007 IGA;

7.10.2 Fulfillment or termination of all outstanding installment accounts pursuant to Section 3 of this Agreement, above; and

7.10.3 Use or expiration of all outstanding credit vouchers pursuant to Section 4 of this Agreement, above; and 6.9.4- Distribution of all remaining proceeds in the TSDC Fund pursuant to the terms of this Agreement.

CLACKAMAS COUNTY

Chair

Recording Secretary

CITY OF HAPPY VALLEY

Mayor

Recording Secretary



August 17, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of LSTA Grant Agreement between State Library of Oregon and
Clackamas County Business and Community Services,
on behalf of LINCC (Libraries in Clackamas County)

Purpose/Outcome	On behalf of the LINCC library cooperative, provide administrative support and serve as fiscal agent for Library Services and Technology Act (LSTA) grant which is funding certain activities for Year 2 of the “Libros for Oregon: Collections Connect Communities” project.
Dollar Amount and Fiscal Impact	\$14,779 (grant award)
Funding Source	Oregon State Library (via Library Services and Technology Act)
Duration	Upon execution to June 30, 2018
Previous Board Action	None
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities (ensuring community well-being by improving access to quality, Spanish-language library materials)
Contact Person	Greg Williams. Library Network Manager Laura Zentner, BCS Deputy Director

Background:

Libraries in Clackamas County, and throughout the state, frequently lack access to high-quality, culturally relevant books for Hispanic/Latino community members. Starting in FY 2016/2017, members of the LINCC library cooperative have been leading a pilot project (“Libros for Oregon”) designed to address this situation.

The Libros for Oregon project is intended to pilot procedures and evaluate the feasibility of coordinating cooperative purchasing of Spanish-language materials at the annual Guadalajara International Book Fair. Grant funds will support the project coordinator in accomplishing the following major goals.

- Organizing, piloting, and evaluating a cooperative/group model for purchasing materials from the Guadalajara International Book Fair (these materials are frequently not available from US-based publishers and distributors). A small team will attend the Book Fair, and purchase selected materials on behalf of the group of pilot libraries.
- Assisting participating pilot libraries in the development and implementation of outreach plans to connect their enhanced Spanish-language collections with Hispanic/Latino communities.

- Creating a booklist (for use by all Oregon libraries) to assist in Spanish-language collection development activities.
- Creating and presenting a proposal to the Oregon Library Association (OLA) for continuing the “Libros for Oregon” after the grant-funded project ends.

Grant funds will not be used for the purchase of any goods or materials. Grant funds will only be used for project coordinator contract costs and specified travel expenses.

The grant agreement has been reviewed and approved by County Counsel.

Recommendation:

Staff recommends the Board of County Commissioners of Clackamas County approve the LSTA Grant Agreement with the State Library of Oregon.

Attachments:

- State Library of Oregon – LSTA Grant Agreement

Respectfully Submitted,

Laura Zentner, Deputy Director
Business and Community Services

STATE LIBRARY OF OREGON - LSTA GRANT AGREEMENT

This Agreement is made and entered into by and between the **State Library of Oregon**, acting by and through its State Library of Oregon, hereinafter referred to as “Grantor,” and the **Clackamas County Business and Community Services, on behalf of LINCC (Libraries in Clackamas County)** hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This agreement applies to the grant **Libros for Oregon: Collections Connect Communities, Year 2** project (the “Project”) which terminates **June 30, 2018**.

1. Effective Date

This Agreement shall become effective when it is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds (defined below) shall be available for Project Costs (defined below) incurred only on or before **June 30, 2018** (Expiration Date). No Grant Funds are available for expenditures incurred after the Expiration Date. Grantor’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Certifications regarding: nondiscrimination; debarment and suspension; federal debt status; lobbying; trafficking in persons; CIPA; conflict of interest.**

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: Exhibit B; this Agreement without Exhibits; Exhibit A.

3. Project Cost: Grant Funds

a. In accordance with the terms and conditions of this Agreement, Grantor shall disburse to Grantee an amount not to exceed **\$14,779** (“Grant Funds” or the “Grant”) for eligible costs described in Section 6 hereof (“Project Costs”). Project Costs must be the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by Grantor, either by this Agreement or by exclusion as a result of financial review or audit. Grantee agrees that any income earned by Grantee from activities supported, in whole or in part, by Grant Funds will be expended only for Project Costs and shall be reported in the quarterly and final Financial Status Reports described in Section 5 hereof.

b. The source of the Grant Funds is the Library Services and Technology Act, FFY2017.

c. The CFDA number is **45.310** “Grants to States.”

4. Project

The Grant Funds shall be used solely for the Project Costs described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Grantor by amendment pursuant to Section 11.d hereof.

a. Project Services/Promotions

Grantee agrees that any and all:

(i) library services directly supported, in whole or in part, by Grant Funds will be provided free of charge to all persons residing in the community, district or region from which Grantee receives its financial support and

(ii) promotional materials, press releases, bibliographies, reports and other such publications resulting from the activities supported, in whole or in part, by this Grant will contain the following acknowledgment:

This (project, program, publication) is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the State Library of Oregon.

(iii) Grantee shall provide Grantor with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by Grant Funds.

(iv) Grantee agrees to post two articles during the Grant period informing the library community about progress of the Project on a major Oregon electronic mailing list such as libs-or.

b. Copyright

Grantee is free to copyright any books, publications or other materials developed as a result of this Grant; however, Grantor and the Institute of Museum and Library Services reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

5. Reports

a. Progress Reports

Grantee shall provide Grantor with four (4) Grant Activities Reports and one (1) Final Grant Activity Report on forms supplied by Grantor in accordance with the following schedule.

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2017 to September 30, 2017	October 31, 2017
October 1, 2017 to December 30, 2017	January 31, 2018
January 1, 2018 to March 30, 2018	April 30, 2018
April 1, 2018 to June 30, 2018	July 31, 2018
Final report	August 31, 2018

Grantor reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

b. Financial Reports. Grantee agrees to provide Grantor with four (4) Financial Reports and one (1) Final Financial Status Report on forms supplied by Grantor in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2017 to September 30, 2017	October 31, 2017
October 1, 2017 to December 30, 2017	January 31, 2018
January 1, 2018 to March 30, 2018	April 30, 2018
April 1, 2018 to June 30, 2018	July 31, 2018
Final report	August 31, 2018

6. Disbursement and Recovery of Grant Funds

a. Disbursement Generally

Disbursements shall be made by Grantor within 30 days of Grantor’s approval of a request for reimbursement or advance from Grantee using a format that is acceptable to Grantor. Funds shall be expended by Grantee within 29 days of disbursement from Grantor.

b. Conditions Precedent to Disbursement

Grantor’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (i) Grantor has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to make the disbursement.
- (ii) Grantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B. Grantee may appeal the Grantor’s denial of a disbursement under this paragraph to the State Librarian as an appeal of an order in other than a contested case.
- (iii) Grantee’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(iv) Grantee has provided to Grantor a request for reimbursement or an advance using a format that is acceptable to and approved by Grantor. Grantee must submit its final request for reimbursement following completion of the Project and no later than 30 days after the Expiration Date. Failure to submit the final request for reimbursement within 30 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to Grantor. Grantee shall return all Misexpended Funds to Grantor no later than 15 days after Grantor’s written demand for repayment. Grantee shall return all Unexpended Funds to Grantor no later than 30 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Grantee

Grantee represents and warrants to Grantor as follows:

a. Organization and Authority

Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement

- (i) have been duly authorized by all necessary action of Grantee and
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s Articles of Incorporation or Bylaws, if applicable,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation

This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms. The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantor, the Secretary of State of the State of Oregon (Secretary), the Institute of Museum and Library Services (IMLS), the Comptroller of the United States (Comptroller) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, Grantor, the Secretary, IMLS, the Comptroller and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of Grantor, the Secretary, IMLS and the Comptroller to perform site reviews of the Project, and to inspect all property, facilities and equipment purchased by Grantee, if any, as part of the Project.

b. Retention of Records

Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of seven (7) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved litigation or audit questions at the end of the seven-year period, Grantee shall retain the records until the litigation or questions are resolved.

c. Expenditure Records

Grantee shall document the expenditure of all funds disbursed by Grantor under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Grantor to verify how the moneys were expended.

d. Audit Requirements.

(i) Grantee agrees to comply with the applicable audit requirements for the Grant Funds as contained in the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. Grantee shall send a copy of, or electronic link to, any annual audit subject to this requirement covering expended Grant Funds and shall submit or cause to be submitted, the annual audit of any sub grantee(s), contractor(s), or subcontractor(s) of Grantee responsible for the financial management of Grant Funds.

(ii) Grantee shall save, protect and hold harmless Grantor from the cost of any audits or special investigations performed by the Secretary, IMLS or the Comptroller with respect to the Grant Funds. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and Grantor.

9. Grantee Sub-agreements and Procurements

a. Sub-agreements

Grantee may enter into agreements with contractors for performance of the Project with the prior approval of Grantor.

(i) All sub-agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub-agreement(s). Use of a sub-agreement does not relieve Grantee of its responsibilities under this Agreement.

(ii) Grantee agrees to provide Grantor with a copy of any signed sub-agreement upon request by Grantor. Any substantial breach of a term or condition of a sub-agreement relating to Grant Funds must be reported by Grantee to Grantor within ten (10) days of its being discovered.

b. Procurements

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules ensuring that:

(i) all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

(ii) to the extent required by law, all procurement transactions are conducted in a manner providing full and open competition;

(iii) procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

c. Additional requirements.

(i) Time for Performance

Grantee shall complete all purchases, including installation, funded under this Agreement prior to the expiration date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Grantee will notify Grantor in writing of the circumstances regarding the delay. Such

notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Grantor will consider amending this Agreement to extend time in extenuating circumstances.

(ii) Property Purchased

Grantee shall maintain inventory records of tangible, non-expendable, personal property purchased with Grant Funds that have a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Grantee shall report the purchase of such property to Grantor on a form supplied by Grantor within thirty (30) days following the receipt of such property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. Title to all property purchased with Grant Funds must vest in Grantee. Grantee shall dispose of any non-expendable personal property in accordance with federal requirements and procedures of the State, including filing a disposition report for all such property.

10. Termination

a. Termination by Grantor

Grantor may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Grantor in such written notice, if:

(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

(ii) Grantor fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

(iv) The Project would not produce results commensurate with the further expenditure of funds; or

(v) Grantee takes any action pertaining to this Agreement without the approval of Grantor and which under the provisions of this Agreement would have required the approval of Grantor. Grantee may appeal a termination under paragraph (i) above to the State Librarian as an appeal of an order in other than a contested case.

b. Termination by Grantee

Grantee may terminate this Agreement effective upon delivery of written notice of termination to Grantor, or at such later date as may be established by Grantee in such written notice, if:

- (i) Any requisite local funding to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Termination by Either Party

Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to respond within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. Contribution

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

With respect to a Third Party Claim for which Grantor is jointly liable with Grantee (or would be if joined in the Third Party Claim), Grantor shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Grantor on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantor on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantor’s contribution amount in

any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if Grantor had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with Grantor (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantor in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Grantor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

c. Duplicate Payment

Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

d. No Third Party Beneficiaries

Grantor and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

e. Notices

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee Contact or Grantor Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.e. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by

facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

f. Governing Law: Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to the venue, and waives any claim that such forum is an inconvenient forum.

g. Compliance with Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with

- (i) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- (ii) Title V and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142;
- (iv) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;
- (v) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age;
- (vi) all regulations and administrative rules established pursuant to the foregoing laws; and
- (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

h. Insurance: Workers' Compensation

All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub grantee(s), contractor(s), and subcontractor(s) complies with these requirements.

i. Independent Contractor

Grantee shall perform the Project as an independent contractor and not as an agent or employee of Grantor. Grantee has no right or authority to incur or create any obligation for or legally bind Grantor in any way. Grantor cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Grantor, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

j. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

k. Counterparts

This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

l. Integration and Waiver

This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. By its signature below, the Grantor certifies that the Project is necessary and essential for activities that are properly within the statutory functions of Grantor, and that the arrangements and payments contracted for are in compliance with the provisions for programs of the Institute of Museum and Library Services, Library Services and Technology Act, 20 USC 9121, and the Oregon LSTA 5-year State Plan.

Clackamas County Business & Community Services, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

APPROVED AS TO LEGAL SUFFICIENCY
(If required by Grantee)

By _____
Grantee's Legal Counsel
Date _____

Grantee Contact:

Name
Title
Address 1
Address 2
Phone
Email

STATE OF OREGON, by and through its State Library of Oregon

By MaryKay Dahlgreen
Name: MaryKay Dahlgreen
Title: State Librarian

Date: 6/19/17

APPROVED AS TO LEGAL SUFFICIENCY

For agreements over \$150,000
(Group approval ORS 137-045-0015)
By Cynthia C. Byrnes
Assistant Attorney General
Date: June 8, 2016

Grantor Contact:

Name Susan Westin
Title Programs Manager
Address 1 250 Winter St. NE
Address 2 Salem, OR 97301
Phone 503-378-5435
Email susan.b.westin@state.or.us

EXHIBIT A
Project Description and Budget

Grant number: 17-01-1p

Grantee: Clackamas County Business & Community Services, on behalf of LINCC (Libraries in Clackamas County)

Grant title: Libros for Oregon: Collections Connect Communities

The Project is:

In order to improve library services to Oregon’s Hispanic/Latino communities, especially those in rural areas, Libros for Oregon will support Spanish-language collection development in Oregon libraries by making the resources of the Guadalajara Book Fair more accessible through cooperative book-buying; helping participating libraries to develop and implement outreach plans for connecting their enhanced collections with their Hispanic/Latino communities and creating a “Best of FIL” booklist (annotated to show US availability) for all Oregon libraries to use in collection development.

Item	Total
Personnel	\$0
Fringe Benefits	\$0
Travel	\$4,754
Equipment	\$0
Supplies	\$0
Contractual	\$10,025
Library Materials	\$0
Total Direct Charges	\$14,779
<i>Indirect Charges</i>	
Total Grant	\$14,779

Grant Funds may be transferred among the above direct cost categories for which allocations were approved, without amending this Agreement, so long as cumulative transfers among direct cost categories do not exceed ten percent (10%) of the total approved budget. This provision does not allow the total amount of the Grant Funds to be increased.

EXHIBIT B
Summary of Federal Requirements and Certification

Grantee and Grantee's sub-recipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements including but not limited to:

- (i) if Grantee is a local government, provisions of the Library Services and Technology Act, 20 USC 9121 and the Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Government of the National Foundation on the Arts and Humanities, 45 CFR 1183; and
- (ii) if Grantee is a university, the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals and Non-Profit Organizations.

Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the Grant Funds:

This form, with signature, may be scanned, faxed or emailed to ferol.weyand@state.or.us

Library Support and Development Services
State Library of Oregon
250 Winter St. NE
Salem, OR 97301

**CERTIFICATIONS REGARDING: NONDISCRIMINATION; DEBARMENT AND
SUSPENSION; FEDERAL DEBT STATUS; LOBBYING; TRAFFICKING IN
PERSONS; CIPA; CONFLICT OF INTEREST**

1. Nondiscrimination

Grantee shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d). Grantee shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Grantee will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.

- a. Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Grant Funds assisted contract or in the administration of the Project. Failure by Grantee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Grantee deems appropriate.
- b. Grantee must include the language in (a), above, in each sub-agreement Grantee signs with a subcontractor or sub-recipient.

2. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$300,000) (31 U.S.C. § 1352)

Grantee's authorized representative certifies, to the best of his or her knowledge and belief, that:

a. No Library Services and Technology Act ("LSTA") funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. No LSTA funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state agency, member of the legislature, an officer or employee of the legislature, or an employee of a member of the legislature in connection with legislative action through oral or written communication with state legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No LSTA or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- (i) draft legislation or resolutions
- (ii) travel to meetings of governmental bodies to urge passage of legislation or resolutions
- (iii) survey voters regarding passage and drafting of legislation or resolutions
- (iv) pay governmental fees (use fees, ballot filing fees, permits, etc.)

3. Trafficking in Persons

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i) engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- (ii) procures a commercial sex act during the period of time that the award is in effect
- (iii) uses forced labor in the performance of the Grant

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, and sub-grants) and that all sub-recipients shall certify accordingly.

4. Debarment and Suspension

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i) Are presently excluded or disqualified;
- (ii) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the grantee or its fiscal agent.
- (iii) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- (iv) Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

5. Federal Debt Status

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that the Grantee or its fiscal agent, if any, is not delinquent in the repayment of any Federal debt.

6. Children's Internet Protection Act (CIPA)

Public and public/school library grantees, and consortia with public or school members **must** check one of the options below (a, b, or c).

a.	The applicant public or public/school library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
b.	<i>(for consortia only)</i> Prior to using any LSTA funds to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or a public/school library, the applicant consortium or group will collect and retain a duly completed Internet Safety Certification from every constituent public library or public/school library in accordance with requirements of Section 9134(f) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
c.	The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant library because it is an academic or special library or no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public/school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

7. Conflict of Interest

The grantee and its fiscal agent (if different):

- shall not hold financial interests that conflict with the conscientious performance of duty;
- shall not engage in financial transactions using nonpublic government information or allow the improper use of such information to further any private interest.
- shall not, but for exceptions allowed by regulations, solicit any gift or other item of monetary value from any person or entity seeking official action from the IMLS or State Library of Oregon;
- shall put forth honest effort in the performance of the grant;
- shall make no unauthorized commitments or promises of any kind purporting to bind the Government;
- shall act impartially and not give preferential treatment to any private organization or individual;
- shall protect and conserve Federal property and shall not use it for other than authorized activities;
- shall disclose waste, fraud, abuse, and corruption to appropriate authorities;
- shall endeavor to avoid any actions creating the appearance that you are violating the law or the ethical standards.

In the event of a conflict of interest, please contact Susan Westin at susan.b.westin@state.or.us.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

This certification is a material representation of fact on which the State Library of Oregon relied when it made or entered into this grant or cooperative agreement.

Signature of Authorized Certifying Official

Print name and Title of Authorized Certifying Official

Date