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BOARD OF COUNTY COMMISSIONERS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

# AGENDA **\*Revised**

*Added consent agenda item E.1 and A.3*

**Thursday, August 6, 2020 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-61

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Update**

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. Resolution No. 1949 authorizing the Housing Authority of Clackamas County to Execute Documents to Transfer Ownership of Arbor Terrace to Farmworker Housing Development Corporation

**II. 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 a Local Subrecipient Grant Agreement with Lifeworks Northwest to Provide Evidence-based Parenting Education Classes - *CFCC*
2. Approval of a Subrecipient Grant Amendment No. 2 with Northwest Family Services for Youth Marijuana and Substance Abuse Prevention Efforts in North Clackamas - *CFCC*
- \*3. Approval of a Subrecipient Grant Agreement with Ant Farm, Inc., to Provide CARES Funded Rent Assistance Services – *Disaster Mgmt.*

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Washington County, Oregon for Maintenance of the Clackamas County Sheriff's Office Motors Unit Motorcycles - *CCSO*

**C. Community Corrections**

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Sunrise Water Authority to provide Work Crew Services for Fiscal Year 2020-2021

**D. Public & Government Affairs**

1. Approval of Amendment No. 1 to Intergovernmental Agreement with Multnomah County for Use of Videography Services of Clackamas County On-Call Videographers
2. Board Order No. \_\_\_\_\_ Approving the Renewal of the Cable Television Franchise Agreement for Use of the County Rights-of-Way by Canby Telecom d/b/a DirectLink

**E. Public & Government Affairs**

- \*1. Approval of the Amendment to the DAS Grant No.1003 with the State of Oregon Department of Administrative Service (DAS) for Coronavirus Relief Fund

**III. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. 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. <https://www.clackamas.us/meetings/bcc/business>**





**Richard Swift**  
*Director*

August 6, 2020

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Resolution No. 1949 authorizing the Housing Authority of Clackamas County to execute documents to transfer ownership of Arbor Terrace to  
Farmworker Housing Development Corporation

<b>Purpose/Outcomes</b>	Authorize the Housing Authority of Clackamas County to execute documents to transfer ownership of Arbor Terrace to Farmworker Housing Development Corporation (FHDC)
<b>Dollar Amount and Fiscal Impact</b>	No fiscal impact to the Housing Authority No County General Funds
<b>Funding Source</b>	U.S. Department of Agriculture (USDA) under the 515 Rural Development No County General Funds
<b>Duration</b>	N/A
<b>County Counsel</b>	N/A
<b>Previous Board Action</b>	The Arbor Terrace Transfer of Ownership was presented to the HACC board in a policy session on July 28, 2020
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	N/A
<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336
<b>Contract No.</b>	N/A

#### **BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to transfer ownership of Arbor Terrace, a farmworker housing development located in Molalla, Oregon to Farmworker Housing Development Corporation (FHDC).

HACC developed the property in 1992 with the assistance of CASA of Oregon, a non-profit specializing in the farmworker housing. CASA procured the project's financing through the U.S. Department of Agriculture (USDA) under the 515 Rural Development Program (RD). Arbor Terrace is the only RD development in HACC's portfolio. The regulatory and compliance costs of owning, operating, and maintaining a one-off RD project have become financially cumbersome. As a result, it is in the best interest of HACC to transfer the property to a non-profit organization with experience in the specialized management, service, and outreach necessary for successful ownership of this property and its farmworker housing population.

A sale of Arbor Terrace is not an option under the property use restrictions set by USDA. Once a farmworker property is developed and established the use restriction remains in place unless the demand for farmworker housing in its respective market area diminishes to the point where it is not economically feasible to restrict leasing of apartments to qualified farmworkers.

The Transfer of USDA properties is common and the process for transfers is specified in USDA's program regulations. The first step of the process is to complete the transfer application and submit it to the USDA Field Office for review. There are six "Acceptable Reasons" for a transfer to be considered by USDA and the application must meet at least one of these reasons. Arbor Terrace meets three of these thresholds: 1) the need for physical and financial revitalization; 2) the transfer will do no harm to Rural Development or tenants; 3) other circumstances exist which make the transfer in the best interest of the Government and the tenants of the project. The remainder of the application is a matter of providing the documentation that the transferee is qualified to and has the capacity to take ownership of the property and operate it according to USDA regulations.

HACC conducted a Request for Proposals (RFP) process to seek interest from a potential transferee(s). Although three farmworker housing entities were solicited only the Farm Worker Housing Development Corporation (FHDC) located in Woodburn responded to the RFP. FHDC exceeded the minimum qualifications specified in the RFP and was the unanimous choice by the review committee to acquire the property through the USDA transfer process. These qualifications included: 1) At least three years' experience in owning and managing farmworker housing; 2) ownership of at least 100 units of farmworker housing; 3) experience and success with redevelopment or rehabilitation of farmworker housing; 4) experience with successful resident services programs for farmworker families; and 5) strong fiscal management and clean audits. Through their response to the RFP, FHDC provided strong evidence of their experience with all major aspects of owning, managing, operating and providing resident services in farmworker housing. In addition, FHDC demonstrated their ability to meet the "Acceptable Reasons" for transfer noted above given their experience in development and redevelopment and the capacity to provide services to the property's residents.

**RECOMMENDATION:**

HACC recommends the approval to move forward with transferring Arbor Terrace Apartments to the Farmworker Housing Development Housing Corporation. In addition, HACC requests the Board Chair sign the resolution and authorize Jill Smith, HACC Executive Director, to sign the legal documents necessary to complete this transaction on its behalf.

Respectfully submitted,



*Richard Swift, HHS Deputy / For*

Richard Swift, Director  
Health, Housing & Human Services

**ATTACHMENTS:**

- Resolution 1949
- Exhibits Packet

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

In the Matter of Authorizing the execution and delivery of all transfer documents related to the transfer of ownership from Housing Authority of Clackamas County to Farmworker Housing Development Corporation



Resolution No. 1949  
Page 1 of 2

WHEREAS, the Housing Authority of Clackamas County ("Authority") works to provide affordable multifamily housing for persons and families of lower income pursuant to Oregon Revised Statutes ("ORS") 456.005 through 456.235; and,

WHEREAS, the Authority owns Arbor Terrace Apartments ("Arbor Terrace") located at 127 N. Cole Street, Molalla, OR, 97038, a 25 unit farmworker multifamily property funded and regulated by the U.S. Department of Agriculture (USDA); and,

WHEREAS, under USDA regulations the property may not be sold but may be transferred to a qualified farmworker entity as approved by the USDA; and,

WHEREAS, it has been determined that it is the best interest of the Authority and the residents of Arbor Terrace to transfer the property to a farmworker housing entity that has the expertise and capacity to better serve the property and its residents; and ,

WHEREAS, through a Request for Proposals (RFP) process it has been determined that the Farmworker Housing Development Corporation of Woodburn, Oregon is the best qualified entity to receive the transfer and become the owner of Arbor Terrace ; and,

WHEREAS, such transfer would not result in a financial loss or burden upon the Authority and would benefit the Authority and the residents of Arbor Terrace; and,

WHEREAS, the transferee will process the application to USDA to receive and obtain ownership of Arbor Terrace; and,

WHEREAS, the documents necessary to process the transfer will be prepared and reviewed by the Authority's staff and legal counsel after USDA approval of the transfer of ownership; and,

WHEREAS, upon final approval and execution of the documents to transfer ownership of Arbor Terrace to the Farmworker Housing Development Corporation of Woodburn, Oregon:

**NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY**

Section 1. Authorization to Execute Transaction Documents. The Authority is authorized in its own right to execute, acknowledge and deliver such documents necessary to transfer Arbor Terrace to the Farmworker Housing Development Corporation of Woodburn, Oregon.

Section 2. Delegation. The Chair of the Board of the Housing Authority of Clackamas County or, if the Chair is not available, the Director of Health, Housing and Human Services for Clackamas County, the Executive Director of the Authority or the Director of Housing Development (each of whom is referred to in this resolution as a "Director") may, on behalf of the Authority and without further action by the Board: Finalize the terms of, and execute, acknowledge and deliver the Assignment of Option and Transaction Documents. Before executing and delivering the Transaction Documents, the Director may, after consulting with transaction counsel, make changes to those documents that are reasonable and necessary in the Director's discretion to facilitate the closing of the transaction as contemplated in the Transaction Documents. However, the changes authorized by the preceding sentence shall not materially change the Transaction Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Chair or one of the Directors may finalize negotiations, execute, acknowledge and deliver USDA approved transfer of ownership Documents and any other documents and take any actions that are necessary or desirable to complete the conveyance of Arbor Terrace Apartments to the Farmworker Housing Development Corporation of Woodburn, Oregon. This Resolution and Order.

**DATED** this 6 day of August, 2020

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

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Chair

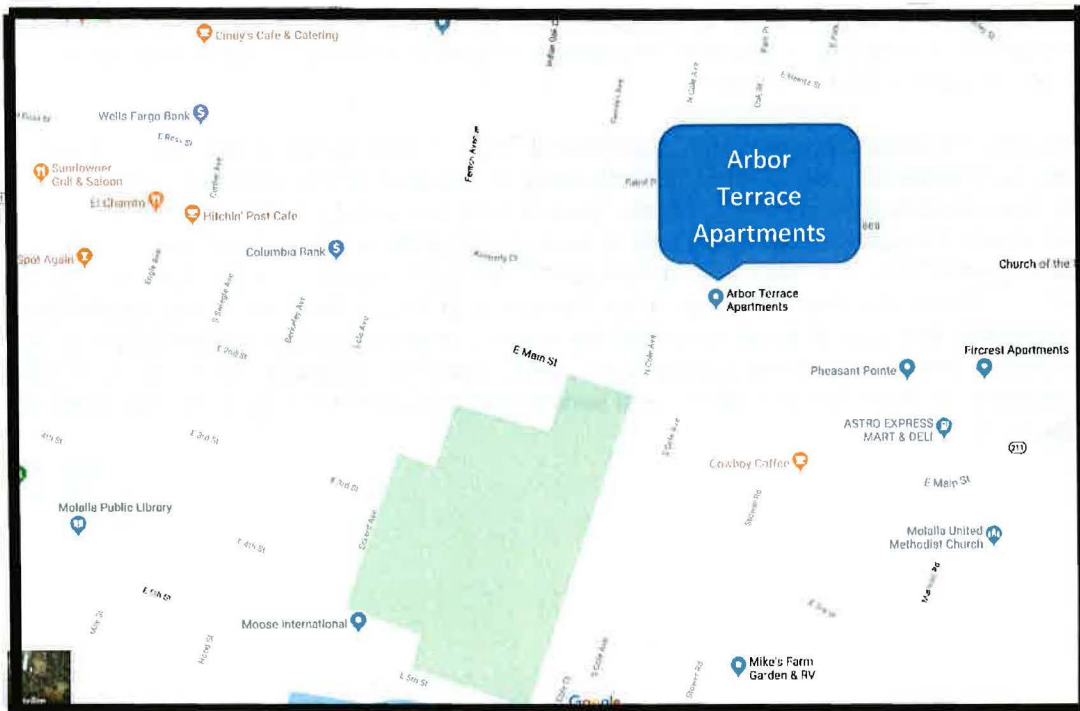
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Recording Secretary



# EXHIBIT A - Location Map

**Arbor Terrace Apartments**  
**127 N. Cole Street**  
**Molalla, OR 97038**



## EXHIBIT B

### **Summary of Qualifications for Transfer of USDA Farmworker Property**

The administrative rules of the USDA farmworker program are contained in USDA Handbook HB-3-3560, Attachment 7-B-1 (see attached). The first step of the process is to complete the transfer application and submit it to the USDA Field Office for review. There are six "Acceptable Reasons" for a transfer to be considered by USDA and the application must meet at least one of these reasons. This project meets three of these thresholds: 1) the need for physical and financial revitalization; 2) the transfer will do no harm to Rural Development or tenants; 3) Other circumstances exist which make the transfer in the best interest of the Government and the tenants of the project. The remainder of the application is a matter of providing the documentation that the transferee is qualified to and has the capacity to take ownership of the property and operate it according to USDA regulations.

The Farmworker Housing Development Corporation (FHDC) noted earlier in this report clearly meets these qualifications. FHDC will effectively take on the work of the application with supporting documentation from HACC. Finally, please note this is not a typical real estate transaction where the intent is sell a property at reasonable profit or just to break even. Further this transfer of ownership of Arbor Terrace from HACC to FHDC does not result in an economic loss to HACC. Similar to Public Housing, Arbor Terrace is at best a break even real estate asset. The reason to own this type of asset is to fulfill the mission of providing farmworker housing. As explained above, this mission is not a good fit for HACC however, is clearly the mission of FHDC and the residents of Arbor Terrace will be best served by FHDC given the purpose and scale of their business model.

## EXHIBIT C

### Excerpt on USDA Transfer Process

#### Action Step:

- 1) Applicant completes Preliminary Analysis and schedules Initial Consultation with designated RD Loan Servicer
- 2) Initial Consultation with Applicant, Seller, and other key participants having significant roles in the transaction such as other lenders, grantors, etc.
- 3) Application Provided by Applicant preliminary review starts; RD completeness review of application completed within 14 business days. Incomplete applications will be returned to applicant and processing does not begin until the complete application is received.
- 4) Request Underwriter Review - Detailed review by Underwriter commences and processing starts. Status updates provided to applicant within every 30 business days the application is in process at RD. If additional clarification or other materials are needed, the application will be considered incomplete and it will be returned to the applicant for resolution. Unsatisfactory submissions will be returned as incomplete or rejected.
- 5) Submit application to RD HQ for Authorization. Upon completion of the Underwriter's detailed review, the application will be submitted to HQ. Within 10 business days, HQ determines if the transfer may be authorized. If the transfer requires additional information from the applicant, the application is returned to the state office for continued processing.
- 6) Agency Decision - Communicate to Applicant within 45 business days (single property) / 75 days (multiple properties) - Processing for approval is limited to the periods shown and does not include delays beyond the underwriter's immediate control.
- 7) Prepare Approval Conditions for Signature of Applicant - Within 15 business days of Agency Decision written approval conditions sent to applicant for acceptance
- 8) Coordinate Closing Instructions and OGC Loan Document Approval.
- 9) Schedule and Close Transfer.
- 10) Complete post-closing review and verification that approval and closing conditions have been met.



**Richard Swift**  
*Director*

August 6, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Local Subrecipient Grant Agreement with Lifeworks Northwest  
to provide Evidence-based Parenting Education Classes**

<b>Purpose/Outcome</b>	Lifeworks Northwest will conduct evidence-based Spanish class series and English class series of Strengthening Families Program, targeting families with children ages 10-16 years old living in Multnomah County. Classes may be facilitated in person or virtually to best meet the health and safety needs of the community.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$37,070. No Impact to County and no match required.
<b>Funding Source</b>	Oregon State University for its College of Public Health and Human Services
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7-6-20, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment was selected through a competitive process
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9789

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Lifeworks Northwest to provide high quality, evidence-based parenting education series to parents and caregivers in Multnomah County. Evidence-based parenting classes and support groups aim to increase positive parent-child relationships, reduce parental stress and isolation and increase academic success, including school preparation for children. Multnomah County does not currently have an Oregon Parenting Education Collaborative Hub. Clackamas County received an award from Oregon State University to offer classes in Multnomah County.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$37,070.

**RECOMMENDATION:**

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

*Healthy Families. Strong Communities.*

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

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



Respectfully submitted,

*Paul A. Cook, HHS Deputy / FOR*

Richard Swift, Director  
Health, Housing & Human Services

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

<u>Local Grant Agreement Number: 9093</u>	<u>Board Order Number: 122018-A3</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 2</u>
<u>Local Recipient: Northwest Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

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

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$90,000 for a revised maximum of \$270,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

**AMEND:**

- 4. Grant Funds.** The COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$180,000 (\$60,000 for Alder Creek, Rowe Middle Schools, \$60,000 for Gardiner, Kraxberger Middle Schools, and \$60,000 for Vibrant Futures Coalition).

**TO READ:**

- 5. Grant Funds.** The COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is ***\$270,000 (\$90,000 for Alder Creek, Rowe Middle Schools, \$90,000 for Gardiner, Kraxberger Middle Schools, and \$90,000 for Vibrant Futures Coalition).***

**REPLACE:**

Exhibit B: Northwest Family Services – YSAP Budgets (3)

**WITH:**

<b>EXHIBIT B: RECIPIENT BUDGET</b>				
<b>Organization:</b> Northwest Family Services				
<b>Program Name:</b> Youth Substance Abuse Prevention - AlderCreek, Rowe MS				
<b>Program Contact:</b> Portland, OR 97206			<b>Contract number:</b> 9093- Amend 2	
<b>Agreement Term:</b> October 1, 2018 to June 30, 2021				
<b>Approved Award Budget Categories</b>	<b>Approved Budget 10/1/18-6/30/19</b>	<b>Approved Budget 7/1/19-6/30/20</b>	<b>Approved Budget 7/1/20-6/30/21</b>	<b>Total Budget</b>
<b>Personnel Services</b>				
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$ 7,916.50	\$ 9,500.00	\$ 9,500.00	\$ 17,416.50
Fringe at 24%	\$ 1,625.00	\$ 2,280.00	\$ 2,280.00	\$ 3,905.00
Rowe MS Prevention Specialist .25	\$ 7,916.50	\$ 9,500.00	\$ 9,500.00	\$ 17,416.50
Fringe at 24%	\$ 1,625.00	\$ 2,280.00	\$ 2,280.00	\$ 3,905.00
Site Support	\$ -	\$ -	\$ 1,225.00	\$ -
Supervision .04 flr @ \$58k	\$ -	\$ -	\$ 2,320.00	\$ -
Supervision .06 FTE	\$ 4,580.00	\$ 2,800.00	\$ -	\$ 7,380.00
<b>Total Personnel Services</b>	<b>\$ 23,663.00</b>	<b>\$ 26,360.00</b>	<b>\$ 27,105.00</b>	<b>\$ 50,023.00</b>
<b>Administration</b>				
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$2,745	\$ 8,472.00
<b>Program</b>				
Materials/Supplies				
Supplies - Alder Creek	\$ 442.50	\$ 90.00		\$ 532.50
Supplies - Rowe	\$ 442.50	\$ 100.00		\$ 542.50
Phone - Alder Creek	\$ 250.00	\$ 75.00	\$ 75.00	\$ 400.00
Phone - Rowe	\$ 250.00	\$ 75.00	\$ 75.00	\$ 400.00
Laptop - Alder Creek	\$ 317.50			\$ 317.50
Laptop - Rowe	\$ 317.50			\$ 317.50
<b>Mileage</b>				
Mileage - Alder Creek	\$ 545.00	\$ 150.00		\$ 695.00
Mileage - Rowe	\$ 545.00	\$ 150.00		\$ 695.00
<b>Additional (please specify)</b>				
Training/Conference	\$ 500.00			\$ 500.00
<b>Total Programmatic Costs</b>	<b>\$ 6,337.00</b>	<b>\$ 3,640.00</b>	<b>\$ 2,895.00</b>	<b>\$ 12,872.00</b>
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$90,000.00</b>

**EXHIBIT B: RECIPIENT BUDGET**

<b>Organization:</b> Northwest Family Services				
<b>Program Name:</b> Youth Substance Abuse Prevention - Kraxberger MS & Gardinier				
<b>Program Contact:</b> Portland, OR 97206			<b>Contract number:</b> 9093- Amend 2	
<b>Agreement Term:</b> October 1, 2018 to June 30, 2021				
<b>Approved Award Budget Categories</b>	<b>Approved Budget 10/1/18-6/30/19</b>	<b>Approved Budget 7/1/19-6/30/20</b>	<b>Approved Budget 7/1/20-6/30/21</b>	<b>Total Budget</b>
<b>Personnel Services</b>				
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$ 7,916.50	\$ 9,500.00	\$ 9,500.00	\$ 17,416.50
Fringe at 24%	\$ 1,625.00	\$ 2,280.00	\$ 2,280.00	\$ 3,905.00
Rowe MS Prevention Specialist .25	\$ 7,916.50	\$ 9,500.00	\$ 9,500.00	\$ 17,416.50
Fringe at 24%	\$ 1,625.00	\$ 2,280.00	\$ 2,280.00	\$ 3,905.00
Site Support	\$ -	\$ -	\$ 1,225.00	\$ -
Supervision .04 fee @ \$58k	\$ -	\$ -	\$ 2,320.00	\$ -
Supervision .06 FTE	\$ 4,580.00	\$ 2,800.00	\$ -	\$ 7,380.00
<b>Total Personnel Services</b>	<b>\$ 23,663.00</b>	<b>\$ 26,360.00</b>	<b>\$ 27,105.00</b>	<b>\$ 50,023.00</b>
<b>Administration</b>				
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$3,000	\$2,745	\$ 8,472.00
<b>Program</b>				
Materials/Supplies				
Supplies - Kraxberger	\$ 442.50	\$ 90.00		\$ 532.50
Supplies - Gardinier	\$ 442.50	\$ 100.00		\$ 542.50
Phone - Kraxberger	\$ 250.00	\$ 75.00	\$ 75.00	\$ 400.00
Phone - Gardinier	\$ 250.00	\$ 75.00	\$ 75.00	\$ 400.00
Laptop - Kraxberger	\$ 317.50			\$ 317.50
Laptop - Gardinier	\$ 317.50			\$ 317.50
<b>Mileage</b>				
Mileage - Kraxberger	\$ 545.00	\$ 150.00		\$ 695.00
Mileage - Gardinier	\$ 545.00	\$ 150.00		\$ 695.00
<b>Additional (please specify)</b>				
Training/Conference	\$ 500.00			\$ 500.00
<b>Total Programmatic Costs</b>	<b>\$ 6,337.00</b>	<b>\$ 3,640.00</b>	<b>\$ 2,895.00</b>	<b>\$ 12,872.00</b>
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$90,000.00</b>

<b>Organization:</b> Northwest Family Services				
<b>Program Name:</b> Youth Substance Abuse Prevention - Vibrant Futures				
<b>Program Contact:</b> Portland, OR 97206			<b>Contract number:</b> 9093- Amend 2	
<b>Agreement Term:</b> October 1, 2018 to June 30, 2021				
<b>Approved Award Budget Categories</b>	<b>Approved Budget 10/1/18-6/30/19</b>	<b>Approved Budget 7/1/19-6/30/20</b>	<b>Approved Budget 7/1/20-6/30/21</b>	<b>Total Budget</b>
<b>Personnel Services</b>				
Personnel & Fringe - Prevention Coordinator .5 fte \$38k	\$ 15,833.00	\$ 19,000.00	\$ 15,833.00	\$ 34,833.00
Supervision .07 fte @ \$45k	\$ 3,000.00	\$ 3,290.00	\$ 3,000.00	\$ 6,290.00
Fringe	\$ 4,520.00	\$ 5,350.00	\$ 4,520.00	\$ 9,870.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Services</b>	<b>\$ 23,353.00</b>	<b>\$ 27,640.00</b>	<b>\$ 23,353.00</b>	<b>\$ 50,993.00</b>
<b>Administration</b>				
Administration (Limited to 10% of total budget)	\$ 2,727.00	\$ 2,360.00	\$ 2,727.00	\$ 7,814.00
<b>Program</b>				
Materials/Supplies	\$ 685.00	\$ -	\$ -	\$ 685.00
Mileage	\$ 1,225.00		\$ 1,000.00	\$ 2,225.00
Training/Conference	\$ 2,010.00		\$ -	\$ 2,010.00
Leadership Activities/books,incentives,gift cards, food, etc)			\$ 2,310.00	\$ 2,310.00
Trainings - Keep a Clear Mind - A Parent Child			\$ 610.00	\$ 610.00
<b>Total Programmatic Costs</b>	<b>\$ 6,647.00</b>	<b>\$ 2,360.00</b>	<b>\$ 6,647.00</b>	<b>\$ 15,654.00</b>
<b>Total Approved Budget</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$90,000.00</b>

**ADD:**

Exhibit A-2: Northwest Family Services – Youth Substance Abuse Work Plan Quarterly Reports (3) July 1, 2020 – June 30, 2021

**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Vibrant Futures Coalition  
**Contract Period:** July 1, 2020 to June 30, 2021

<b>Activities/Outputs:</b> Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted.	<b>Intermediate Outcomes/Measurement Tool:</b> Outcomes may be measured by post-tests, virtual discussions, completed actions plans to best meet the health and safety needs of the community.		Jul Sept	Oct Dec	Jan- Mar.	April June	Total
By June 30, 2021, implement "Keep A Clear Mind" or other marijuana prevention curriculum with a minimum of 150 6 <sup>th</sup> graders at Happy Valley & Rock Creek middle schools.	By June 30, 2021, <b>85%</b> of student participants will report an increase in knowledge of harms as well as an increase in their peer and parent perceived risk of harms of tobacco, alcohol and marijuana measured by the "Keep a Clear Mind" evaluation or posttest.	# students participating # reporting increased knowledge, perception of harm % reporting increased knowledge, perception of harm					
By June 30, 2021, implement Marijuana/Vaping/Harm Reduction educational program with 200 7 <sup>th</sup> , 8 <sup>th</sup> or 9 <sup>th</sup> grade students at Clackamas Schools (HV, RC or Clack HS)	By June 30, 2021, <b>85%</b> of student participants will demonstrate increased knowledge about the harms of marijuana use as measured by pre/posttests	# students participating # reporting increased knowledge % reporting increased knowledge					
By June 30, 2021, conduct 5 additional presentations/informational sessions to parents, families, staff or students in the North Clackamas School District to increase knowledge and awareness about marijuana and/or harm reduction/safety strategies for youth or 3 additional virtual presentations/informational sessions, as best meets the safety needs of the community.	By June 30, 2021, <b>85%</b> of participants will demonstrate increased knowledge about the harms of marijuana use as measured by pre/posttests.	# participants # reporting knowledge % reporting, knowledge					
By June 30, 2021, provide Youth Leadership/Prevention trainings to 25 teenagers at Unity Club, School Health Center, AVID, PhotoVoice and/or SAGA to develop resiliency and leadership skills and build prevention knowledge.	By June 30, 2021, <b>75%</b> of participants will demonstrate increased resiliency and leadership skills as measured by pre/post training surveys.	# teens participating # reporting increased resiliency, leadership skills % reporting increased resiliency, leadership skills,					
	By June 30, 2021, <b>75%</b> of participants will report increased knowledge about substance abuse prevention as measured by pre/post training surveys.	# teens participating # reporting knowledge % reporting knowledge					
		# outlets approached					



By June 30, 2021, expand VFC's marijuana safety station model to a minimum of 1 additional retail outlets in North Clackamas.	By June 30, 2021, increase the number of marijuana safety stations from 4 to 5 or more outlets in North Clackamas as measured by number of retail outlets implementing the model	# outlets implementing					
By June 30, 2020, collaborate with Oregon Impact, CCPC, and Oregon City Together or other area coalitions to create a minimum of 3 marijuana safety station toolkits to assist other communities to implement this strategy.	By June 30, 2021, promote the implementation of the toolkit model in other communities	# toolkits created					
		# communities approached					
		# communities implementing toolkit model					

**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Alder Creek and Rowe Middle Schools  
**Contract Period:** July 1, 2020 – June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted.						
By June 30, 2021, select a minimum of 8 at-risk youth for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2021 provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2021, deliver a minimum of 2 prevention education presentations in 6 <sup>th</sup> , 7 <sup>th</sup> , or 8 <sup>th</sup> grade health classes each quarter (one at each school).	85% of participants in classroom presentations will demonstrate increased perception of harm and increased resistance skills as measured by pre/post instrument.	# served				
		# with increased perception of harm				
		# with increased resistance skills				
		% successful				
By June 30, 2021, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				
		% successful				
By June 30, 2021, review school alcohol and drug use policies; make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# of policies proposed				
		# of policy revisions implemented				
		# served				

Provide <b>one hour per day two days</b> a week (Rowe M.S.) and <b>one hour, one day a week</b> at Alder Creek - positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator. If unable to meet the required health and safety guidelines, NWFS will re-allocate funds to online components.	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# reporting satisfaction with service				
		% successful				

**Provider:** Northwest Family Services  
**Activity:** Youth Substance Abuse Prevention – Kraxberger and Gardiner Middle Schools  
**Contract Period:** July 1, 2020 – June 30, 2021

Activities/Outputs: Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community, except where noted.	Intermediate Outcomes/Measurement Tool		Jul Sep	Sep Dec	Jan Mar	Apr Jun
By June 30, 2021, select a minimum of 8 at-risk youth for small trauma groups (Boys Council-Girls Circle); get permissions, start and facilitate groups weekly through length of evidence-based curriculum.	85% of small group participants will demonstrate: 1. reduced drug and alcohol use, 2. increased perception of harm Measured by evidence-based curriculum pre/post evaluation tools.	# served				
		# with reduced D&A use,				
		# with increased perception of harm				
		% successful				
By June 30, 2021, provide case coordination to a minimum of 10 at-risk core youth at each school (total 20 youth); have regular 1-on-1 check ins.	85% of core youth will demonstrate reduced drug and alcohol use as measured by individual case plan goal achievement (progress towards goals will be clearly documented in the individual case plan files).	# served				
		# with reduced D&A use				
		% successful				
By June 30, 2021, deliver a minimum of 2 prevention education presentations in 6 <sup>th</sup> , 7 <sup>th</sup> , or 8 <sup>th</sup> grade health classes each quarter (one at each school).	85% of participants in classroom presentations will demonstrate increased perception of harm and increased resistance skills as measured by pre/post instrument.	# served				
		# with increased perception of harm				
		# with increased resistance skills				
		% successful				
By June 30, 2021, coordinate and deliver 1 school-based prevention anti-marijuana campaign at each school (total 2 campaigns)	85% of participants will demonstrate increased knowledge and perception of harm as measured sign in sheets, client satisfaction surveys, and tracking of total number in attendance.	# served				
		# increased knowledge and perception of harm				
		% successful				
By June 30, 2021, review school alcohol and drug use policies; make recommendations that will ensure access to treatment and retention in school.	% of policy changes that ensure access to treatment and retention in school	# of policies proposed				
		# of policy revisions implemented				



Provide one hour per day two days a week at Kraxberger MS and one hour, one day a week at Gardiner MS - positive youth development and enrichment activities (after school, etc.) with PreventNet Site Coordinator. If unable to meet the required health and safety guidelines, NWFS will re-allocate funds to online components.	85% of participants will satisfaction with services as measured by sign-in sheets, client satisfaction surveys, and tracking of total attendance.	# served				
		# reporting satisfaction with service				
		% successful				

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

Northwest Family Services must submit a monthly Performance Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 30<sup>th</sup> day of the following month. It should accompany the Fiscal Report and Reimbursement Request (Exhibit C-1). Included in the report will be the following metrics.

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

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

Due dates are as follows:

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

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

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

**REPLACE:**

Exhibit C-1: Northwest Family Services – YSAP Request for Reimbursement (3)

**WITH:**

<b>Exhibit C-1 REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</li> </ul>				
Program: Youth Substance Abuse Prevention - Vibrant Futures				
Organization: Northwest Family Services		Contract #: 9093 - A2		
Address: 6200 SE King Rd. Portland, OR 97206		Reporting Period:		
Contact Person: Rose Fuller				
Phone Number: (503) 546-6377				
E-mail: <a href="mailto:rfuller@nwfs.org">rfuller@nwfs.org</a>				
Budget Category	Approved Budget 7/1/20-6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<b><u>Personnel &amp; Fringe</u></b>				
Prevention Coordinator .50fte @ \$38k	\$15,833.00	\$ -	\$ -	\$ 15,833.00
Supervision .7fte @ \$45k	\$3,000.00	\$ -	\$ -	\$ 3,000.00
Fringe	\$4,520.00	\$ -	\$ -	\$ 4,520.00
<b>Total Personnel</b>	<b>\$ 23,353.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,353.00</b>
<b><u>Administration</u></b>				
Administration - (limited to 10% of total budget)	\$ 2,727.00	\$ -	\$ -	\$ 2,727.00
<b><u>Materials &amp; Supplies</u></b>				
Project costs - materials & supplies	\$ -	\$ -	\$ -	\$ -
(leadership activities, books, incentives, gift cards, food etc)	\$ 2,310.00	\$ -	\$ -	\$ 2,310.00
Mileage	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	\$ -	\$ -	\$ -	\$ -
<b><u>Additional</u></b>				
Trainings - Keep a Clear Mind - A Parent Child	\$ 610.00	\$ -	\$ -	\$ 610.00
<b>Total Program</b>	<b>\$ 6,647.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,647.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

### Exhibit C-1 REQUEST FOR REIMBURSEMENT

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).

Program: Youth Substance Abuse Prevention - Alder Creek, Rowe MS

Organization: Northwest Family Services

Contract #: 9093 - A2

Address: 6200 SE King Rd.  
 Portland, OR 97206

Reporting Period:

Contact Person: Rose Fuller

Phone Number: (503) 546-6377

E-mail: [rfuller@nwfs.org](mailto:rfuller@nwfs.org)

Budget Category	Approved Budget 7/1/20-6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<b><u>Personnel &amp; Fringe</u></b>				
AlderCreek MS Prevention Specialist .25 @ \$38,000	\$9,500.00	\$ -	\$ -	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$ -	\$ -	\$ 2,280.00
Rowe MS Prevention Specialist .25	\$9,500.00	\$ -	\$ -	\$ 9,500.00
Fringe at 24%	\$2,280.00	\$ -	\$ -	\$ 2,280.00
Site Support	\$1,225	\$ -	\$ -	\$ 1,225.00
Supervision .04 fte @ \$58k	\$ 2,320.00	\$ -	\$ -	\$ 2,320.00
<b>Total Personnel</b>	<b>\$ 27,105.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,105.00</b>
<b><u>Administration</u></b>				
Administration - (limited to 10% of total budget)	\$ 2,745.00	\$ -	\$ -	\$ 2,745.00
<b><u>Materials &amp; Supplies</u></b>				
Supplies - Alder Creek	\$ -	\$ -	\$ -	\$ -
Supplies - Rowe	\$ -	\$ -	\$ -	\$ -
Phone - Alder Creek	\$ 75.00	\$ -	\$ -	\$ 75.00
Phone - Rowe	\$ 75.00	\$ -	\$ -	\$ 75.00
Mileage - Alder Creek	\$ -	\$ -	\$ -	\$ -
Mileage - Rowe	\$ -	\$ -	\$ -	\$ -
<b><u>Additional</u></b>				
Trainings	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 2,895.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,895.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

### Exhibit C-1 REQUEST FOR REIMBURSEMENT

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).

Program: Youth Substance Abuse Prevention - Kraxberger MS & Gardinier  
 Organization: Northwest Family Services Contract #: 9093 - A2

Address: 6200 SE King Rd.  
 Portland, OR 97206

Reporting Period:

Contact Person: Rose Fuller  
 Phone Number: (503) 546-6377  
 E-mail: [rfuller@nwfs.org](mailto:rfuller@nwfs.org)

Budget Category	Approved Budget 7/1/20-6/30/21	Current Draw Request	Previously Requested	Balance Remaining
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Fringe at 24%	\$2,280.00	\$ -	\$ -	\$ 2,280.00
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Fringe at 24%	\$2,280.00	\$ -	\$ -	\$ 2,280.00
Site Support	\$1,225	\$ -	\$ -	\$ 1,225.00
Supervision .04 fte @ \$58k	\$ 2,320.00	\$ -	\$ -	\$ 2,320.00
<b>Total Personnel</b>	<b>\$ 27,105.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,105.00</b>
<b><u>Administration</u></b>				
Administration - (limited to 10% of total budget)	\$ 2,745.00	\$ -	\$ -	\$ 2,745.00
<b><u>Materials &amp; Supplies</u></b>				
Supplies - Alder Creek	\$ -	\$ -	\$ -	\$ -
Supplies - Rowe	\$ -	\$ -	\$ -	\$ -
Phone - Alder Creek	\$ 75.00	\$ -	\$ -	\$ 75.00
Phone - Rowe	\$ 75.00	\$ -	\$ -	\$ 75.00
Mileage - Alder Creek	\$ -	\$ -	\$ -	\$ -
Mileage - Rowe	\$ -	\$ -	\$ -	\$ -
<b><u>Additional</u></b>				
Trainings	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ 2,895.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,895.00</b>
<b>Total Grant Costs</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b>	9797	<b>Division:</b> CFCC	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>		<b>Contact:</b> Radford, Stephanie	<input type="checkbox"/> Revenue
		<b>Program Contact:</b> Radford, Stephanie	<input type="checkbox"/> Amend # \$
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, August 06, 2020

**CONTRACT WITH:** Lifeworks NW

**CONTRACT AMOUNT:** \$37,070.00

**TYPE OF CONTRACT**

<input checked="" type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2021	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input type="checkbox"/> Retroactive Request? _____ - _____

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?


No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Monday, July 06, 2020  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  \_\_\_\_\_  
Date: July 16, 2020

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____



## AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/>	New Agreement/Contract
<input type="checkbox"/>	Amendment/Change Order Original Number _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Lifeworks NW

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 8/6/2020

**PURPOSE OF**

**CONTRACT/AGREEMENT:** LifeWorks NW (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series to Spanish and English speaking families with children, who are living in Multnomah County. Evidence-based Strengthening Families Program brings parents and their youth together in highly interactive sessions that improve parenting skills, build life skills in youth and strengthen family bonds to reduce family risk.

**H3S CONTRACT NUMBER:** 9797



<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9797</b>	
Program Name: <b><i>OPEC Parenting Education</i></b> Program/Project Number: 06162	
This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>LifeWorks NW</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b><i>Michael Morasko</i></b>	Program Manager: <b><i>Chelsea Hamilton</i></b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 <a href="mailto:mmorasko@clackamas.us">mmorasko@clackamas.us</a>	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (971) 990-5677 <a href="mailto:chamilton@clackamas.us">chamilton@clackamas.us</a>
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Connie Dunckle-Weyrauch	Program Representative: Marylee Stahl
LifeWorks NW 14600 NW Cornell Rd Portland, OR 97229 503-645-3581 <a href="mailto:connie.dunckle-weyrauch@lifeworksnw.org">connie.dunckle-weyrauch@lifeworksnw.org</a>	LifeWorks NW 14600 NW Cornell Rd Portland, OR 97229 503-332-0984 <a href="mailto:marlees@lifeworksnw.org">marlees@lifeworksnw.org</a>
FEIN: 93-0502822	

**RECITALS**

1. LifeWorks NW (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series to Spanish and English speaking families with children, who are living in Multnomah County. Evidence-based Strengthening Families Program brings parents and their youth together in highly interactive sessions that improve parenting skills, build life skills in youth and strengthen family bonds to reduce family risk.
2. SUBRECIPIENT will conduct two Spanish class series and two English class series of the Strengthening Families Program targeting families who live in Multnomah County with children 10-16 years of age. Classes and support groups may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon State University for its College of Public Health and Human Services Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon State University for its College of Public Health and Human Sciences. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$37,070**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon State University for its College of Public Health and Human Sciences/HDFS/Hallie E. Ford Center for Healthy Children and Families.
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- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

## 12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

### 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
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- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.



- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
  
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

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

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.

- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between 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.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**SUBRECIPIENT**

LifeWorks NW  
14600 NW Cornell Rd  
Portland, OR 97229

**CLACKAMAS COUNTY**

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

By:   
Mary Monnat, CEO/President

Dated: 07/08/20

**Signing on behalf of the Board:**

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

Dated: 7/22/2020

Approved as to budget and work plan:

  
Adam Freer, Director  
Children, Family & Community Connections

Dated: July 16, 2020

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





**Richard Swift**  
*Director*

August 6, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with  
Northwest Family Services for youth marijuana and substance abuse prevention efforts in  
North Clackamas

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) will continue to provide youth marijuana and substance abuse prevention in North Clackamas to middle and high school students. Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 adds \$90,000 for a maximum value of \$270,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
<b>Funding Source</b>	Marijuana Tax Revenue
<b>Duration</b>	July 1, 2020 through June 30, 2021
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-20-20, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer, 562-676-7675
<b>Contract No.</b>	CFCC -9095

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Northwest Family Services (NWFS) for youth marijuana and substance abuse awareness and prevention programs in North Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 85% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$90,000 for a maximum value of \$270,000. It has been reviewed and approved by County Counsel.

*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:**

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

Respectfully submitted,

 H3S Deputy / FOR  
Richard Swift, Director  
Health, Housing & Human Services

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9797</b>	
Program Name: <b><i>OPEC Parenting Education</i></b> Program/Project Number: 06162	
This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>LifeWorks NW</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b><i>Michael Morasko</i></b>	Program Manager: <b><i>Chelsea Hamilton</i></b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 <a href="mailto:mmorasko@clackamas.us">mmorasko@clackamas.us</a>	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (971) 990-5677 <a href="mailto:chamilton@clackamas.us">chamilton@clackamas.us</a>
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Connie Dunckle-Weyrauch	Program Representative: Marylee Stahl
LifeWorks NW 14600 NW Cornell Rd Portland, OR 97229 503-645-3581 <a href="mailto:connie.dunckle-weyrauch@lifeworksnw.org">connie.dunckle-weyrauch@lifeworksnw.org</a>	LifeWorks NW 14600 NW Cornell Rd Portland, OR 97229 503-332-0984 <a href="mailto:marlees@lifeworksnw.org">marlees@lifeworksnw.org</a>
FEIN: 93-0502822	

**RECITALS**

1. LifeWorks NW (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series to Spanish and English speaking families with children, who are living in Multnomah County. Evidence-based Strengthening Families Program brings parents and their youth together in highly interactive sessions that improve parenting skills, build life skills in youth and strengthen family bonds to reduce family risk.
2. SUBRECIPIENT will conduct two Spanish class series and two English class series of the Strengthening Families Program targeting families who live in Multnomah County with children 10-16 years of age. Classes and support groups may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon State University for its College of Public Health and Human Services Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon State University for its College of Public Health and Human Sciences. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$37,070**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.



10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of its services.
  
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  
  - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
  
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- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
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  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
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  - 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.
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- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
  
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  
- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

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

- a) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.

- b) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between 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.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**SUBRECIPIENT**

LifeWorks NW  
14600 NW Cornell Rd  
Portland, OR 97229

**CLACKAMAS COUNTY**

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

By:   
Mary Monnat, CEO/President

Dated: 07/08/20

**Signing on behalf of the Board:**

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

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

Approved as to budget and work plan:

  
Adam Freer, Director  
Children, Family & Community Connections

Dated: July 16, 2020

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



**Richard Swift**  
*Director*

August 6, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with  
Ant Farm, Inc., to Provide CARES Funded  
Rent Assistance Services

<b>Purpose/Outcome</b>	Approval of a subrecipient agreement with Ant Farm, Inc., to provide rent assistance to households impacted by the COVID-19 crises.
<b>Dollar Amount and Fiscal Impact</b>	Agreement is for an amount not to exceed \$1,147,125.
<b>Funding Source</b>	Federal CARES Act Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #3 with Oregon Housing and Community Services. No County General Funds are involved.
<b>Duration</b>	July 1, 2020 to December 30, 2020
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Counsel Review</b>	The amendment was approved by Counsel on August 4, 2020.
<b>Procurement Review</b>	Was the item processed through Procurement? Yes.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	Subrecipient Grant Agreement 21-003, H3S# 9832

*Healthy Families. Strong Communities.*

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

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

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of a subrecipient grant agreement to Ant Farm, Inc. to provide rent assistance to households impacted by the COVID-19 crises.

Ant Farm, Inc. is the primary youth provider in NE Clackamas County and receives referrals for services for residents of Sandy, Estacada and the surrounding rural areas for housing assistance, money management and other programs. Under this agreement, Ant Farm will receive referrals from Clackamas County's Coordinated Housing Access program to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises.

Funding for the Agreement is from the Federal CARES Act through Oregon Housing and Community Services' Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #3. No County General Funds are involved.

The Agreement was approved by Emergency Operations Command, Procurement, and County Counsel.

**RECOMMENDATION:**

Staff recommends the approval of the Agreement, and that Gary Schmidt, County Administrator, or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Gary A Cook, HHS Deputy / FOR

Richard Swift, Director  
Health, Housing and Human Services Department



**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 21-003**

Project Name: **Rent Assistance - CARES**

Project Number:

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division, and AntFarm, Inc. ("SUBRECIPIENT"), An Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: <b>Sue Aronson</b>	Program Manager: <b>Teresa Christopherson</b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suearo@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-650-5718 teresachr@clackamas.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Two Foxes Singing (Nunpa)</b>	Program Representative: <b>Two Foxes Singing (Nunpa)</b>
AntFarm, Inc. 39140 Proctor Blvd Sandy, OR 97055 971-275-2893 nunpa@antfarmyouthservices.com	AntFarm, Inc. 39140 Proctor Blvd Sandy, OR 97055 971-275-2893 nunpa@antfarmyouthservices.com
DUNS: 833059673	

**RECITALS**

1. AntFarm, Inc. ("SUBRECIPIENT") is the only primary youth and family provider for NE Clackamas County and receives referrals daily for multiple service needs in Sandy, OR, Estacada, OR, and the surrounding rural area. SUBRECIPIENT provides housing assistance, money management, trauma-informed social service support, mental Health and addictions training.
2. Clackamas County ("COUNTY") desires to have its residents benefit from rent assistance provided through the State of Oregon and its Department of Housing and Community Services ("OHCS") passed through the U.S. Treasury Department under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

3. Project description: Rental assistance during the coronavirus pandemic.
4. 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") 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 for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **December 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A and A.1.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including the CARES Act and P.L. 116-136. Furthermore, SUBRECIPIENT shall comply with the requirements of OHCS award number 5084 and all accompanying amendments that is the source of the grant funding, which is incorporated herein by reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **CARES Act (Catalogue of Federal Domestic Assistance [CFDA] #: 21.019)** issued to COUNTY by OHCS and the U.S. Department of the Treasury (Master Grant Agreement #5084; Federal Award Identification #[s]: not provided). The maximum, not to exceed, grant amount COUNTY will pay is **\$1,147,125**. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ 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 COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

**6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
- b. Mutual agreement by COUNTY and SUBRECIPIENT.
- c. Written notice provided by COUNTY that OHCS has determined funds are no longer available for this purpose.
- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

- a. Has already accrued hereunder;
- b. Comes into effect due to the expiration or termination of the Agreement; or
- c. Otherwise survives the expiration or termination of this Agreement.

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

**8. Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

**9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

**10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting

principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d) **Cost Principles.** This award is excluded from 2 CFR 200 Subpart E – Cost Principles by statute. Funds may be used only in accordance with and for the purposes outlined in Exhibits A & A.1 (SUBRECIPIENT Scope of Work and Program Element PE 15-A, respectively) and Attachment 1 (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – April 22, 2020).
- 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.** 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.** Indirect cost recovery is statutorily unavailable on this award.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement and the initial advance payment should be submitted as specified in Exhibit D: Required Financial Reporting and Payment Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (biweekly) during the term of this Agreement, or at each reimbursement request, whichever is sooner.

- 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 Payment Request on a biweekly basis.
- m) **Specific Conditions.** SUBRECIPIENT shall submit general ledger backup, with detail, and backup justifying each rental assistance payment, with each request for payment.
- 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 D & F), 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.
- o) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, 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.** 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.** 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, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- s) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY and/or OHCS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY shall perform onsite visits to monitor the activities of SUBRECIPIENT as is reasonable to ensure compliance with (and as necessary under) applicable Program Requirements or as otherwise directed by OHCS, but in no case less than at least once during Biennium 19-21. The activities of SUBRECIPIENT shall be monitored to ensure, inter alia, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified. COUNTY monitoring will include an evaluation of SUBRECIPIENT'S risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of monitoring. Monitoring also must include a review of financial and performance reports, and follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, if any. Depending on the outcomes of the financial or performance 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.
- a. *SUBRECIPIENT Shall Fully Cooperate.* SUBRECIPIENT shall fully and timely cooperate with OHCS and COUNTY in the performance of any and all monitoring and enforcement activities. Failure by SUBRECIPIENT to comply with this requirement is sufficient cause for COUNTY to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by COUNTY as a material failure by the SUBRECIPIENT to perform its obligations under this Agreement.
- t) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (6) 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. SUBRECIPIENT shall retain all program records pertinent to client services and expenditures in a manner consistent with the requirements of state and federal law, including but not limited to those requirements listed in Administrative Rule, Operations Manual and Special Schedules, and the OHCS Record Retention Schedule, as may be modified from time to time.



- a. OHCS Special Schedule at the Oregon State Archives:  
([https://sos.oregon.gov/archives/Pages/state\\_admin\\_schedules.aspx](https://sos.oregon.gov/archives/Pages/state_admin_schedules.aspx)).
- b. State Agency General Records Retention Schedules at the Oregon State Archives:  
([https://sos.oregon.gov/archives/Pages/records\\_retention\\_schedule.aspx](https://sos.oregon.gov/archives/Pages/records_retention_schedule.aspx)).

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

- u) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHCS Grant #5084 and all accompanying amendments, 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 the 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 COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- w) SUBRECIPIENT certifies to the best of its knowledge and belief that neither it nor any of its principals, officers, directors, or employees:
  - a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or SUBRECIPIENT;
  - b. Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. 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 enumerated in paragraph (b) above, of this certification; and
  - d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
  - e. Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

## 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- 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 the U.S. Treasury Department.
- 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. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to

take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- a. SUBRECIPIENT shall protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information, except as necessary for the administration of the Community Services program(s) funded under this Agreement, as authorized in writing by the client or other applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. SUBRECIPIENT is required to ensure that all its and their officers, employees and agents are aware of and comply with this confidentiality requirement.
- b. All SUBRECIPIENT provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or COUNTY. Client information (including identifying the person as a client) should not be released without written authorization from the client.
- c. SUBRECIPIENT is required to have a signed SUBRECIPIENT Release of Information ("ROI") form for all clients, including for each adult member of the identified household, authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Each adult member must complete and sign their own ROI privately and ROIs cannot be shared with other household members. Unaccompanied youth who are the head of household must also have a signed ROI on file. Release forms must be time-limited and specific as to with whom and what information will be shared. Written ROI's must be obtained from all clients to SUBRECIPIENT and COUNTY (Social Services Division). OHCS is required to be listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews). SUBRECIPIENT shall also obtain from client an ROI for Data Sharing for Clackamas COUNTY Coordinated Housing Access ("CHA").
- d. If required ROI's cannot be obtained due to client refusal, refusal must be documented, dated and kept in the client file. Client refusal to sign such authorization cannot be the basis for denying program services to otherwise eligible clients.
- e. SUBRECIPIENT shall ensure that all officers, employees, and agents are aware of and comply with COUNTY and SUBRECIPIENT's confidentiality policies and procedures.
- f. Confidential records includes all applications, records, files, and communications relating to applicants for, and clients of, CVRRP funded services.
- g. Electronic collection of client information requires procedures for ensuring confidentiality including:
  - i. Computer terminals must be located in a secure location, limiting access to only those persons who have a legitimate interest in and are responsible for client records;
  - ii. Computer monitors must be cleared (or a screen saver activated) immediately after accessing a client record;

- iii. Computer terminals must be on a "locked" mode or turned off if the terminal is unattended; and
  - iv. Access to personally identifiable HMIS data shall be given to only authorized personnel as necessary for performing the work required.
- 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) **Drug Free Workplace.** SUBRECIPIENT certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. SUBRECIPIENT's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations.
  - c. Making it a requirement that each employee to be engaged in the performance of this Grant be given a copy of the statement required by subsection (a) above.
  - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - e. Notifying COUNTY within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i) **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
  - Used 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.

## 12. Federal and State Procurement Standards

- a) To the extent applicable, all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 13. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.



- b) **Indemnification.** Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, 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 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 COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, 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 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. 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.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
  - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - f) **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.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **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.
- i) **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.
- j) **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.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- n) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

#### 14. Exhibits.

This document is comprised of the following exhibits:

- Exhibit A: SUBRECIPIENT Scope of Work
- Exhibit A.1: Program Element PE 15-A
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate

- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: Monthly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Additional Terms and Conditions
- Attachment 1: Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – April 22, 2020

If a conflict exists between the main body of this Agreement and the Exhibits, the Exhibits shall control.

*(Signature Page Follows)*





## EXHIBIT A

The COVID-19 Rent Relief Program ("CVRRP") provides funds for rent assistance to individuals and families who experienced a loss of income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, and displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19. Households must meet income eligibility, housing status requirements and at least one of the COVID-19 Rent Relief program specific eligibility requirements.

This funding is intended to serve the broadest possible community members. However, due to historical inequities, it is especially important that people of color, 2SLGBTQ community members, unaccompanied youth and Veterans are served. "Prioritized Organizations" are those organizations that focus on the above referenced populations.

### I. SCOPE OF WORK

A. SUBRECIPIENT agrees to complete the following Work under this grant:

1. Accept homelessness prevention referrals from the Coordinated Housing Access System.
2. Use a person centered, problem solving, flexible approach in working with households and individuals requesting COVID 19 rent relief.
3. Review information and notes from Coordinated Housing Access system in HMIS prior to initial participant contact to streamline service access and provide trauma informed services.
4. Obtain all eligibility and ongoing service documentation and operate CVRRP program as outlined in Oregon Housing and Community Services State Homeless Funds Program Operation Manual (<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>) and additional guidance as may be posted from OHCS and distributed by Clackamas County Social Services (CCSS) to subrecipients.
5. Provide the type, level and duration of service that will address participants' need as quickly as possible and for as short a time and as low of a cost as possible. Eligible participant costs include participant rent, rent arrears, manufactured home "lot rent", utilities and utilities arrears only.



6. Once eligibility is confirmed, enter planned amounts of payments by month on a shared tracking document provided by CCSS.
7. Issue payments to landlords as quickly as possible.
8. Gather all required Homeless Management Information System (“HMIS”) data elements and enter data into HMIS within established timeline.
9. Submit invoices and all required financial information per established timelines.
10. SUBRECIPIENT shall comply with all non-federal subrecipient requirements of COUNTY and OHCS as specified, amended and updated in this Agreement and by OHCS in the following documents, incorporated by reference:

- State Homeless Funds Program Operations Manual- June 3, 2020  
<https://www.oregon.gov/ohcs/CRD/hss/State-Operations-Manual-06-03-20.pdf>
- State Homeless Funds Program Operations /COVID-19 Rent Relief Frequently Asked Questions June 3, 2020  
<https://www.oregon.gov/ohcs/CRD/hss/CVRRP-FAQ.pdf>
- Oregon Housing and Community Services CVRRP-CARES Guidance (addendum x)

11. SUBRECIPIENT shall not charge clients for services.
12. SUBRECIPIENT shall not bill COUNTY for administrative or overhead costs on this project.
13. Coordinated Housing Access (“CHA”)

SUBRECIPIENT must accept referrals from CHA.

If the client identifies as part of a special population for which there is a CHA partner who specializes in serving this population, the household must be provided the option to be served by that provider. Examples may include but are not limited to: survivors of domestic violence, and veterans.

14. SUBRECIPIENT is required to Perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children, or other crimes that are incompatible with this project.

Policies must also be in place to ensure the safety of participants should criminal arrests and/or convictions occur during the Grant term. If a volunteer or employee of SUBRECIPIENT has a break in service, and does not work for 60 days or more

for SUBRECIPIENT, or SUBRECIPIENT has knowledge or information that a crime may have been committed by the staff or volunteer, then another criminal background check must be completed prior to continuing work for SUBRECIPIENT.

## B. PERFORMANCE MEASURES

SUBRECIPIENT shall administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) All other outcome measures indicated in COUNTY's implementation report related to HMIS data quality and timeliness.

## C. PROJECT EXPECTATIONS

Project expectations are listed below, and as required and updated in State Homeless Funds Program Operations Manual.

**Service Delivery Approach** – National and local best practices include Housing First, Trauma Informed Care, Cultural Responsiveness/Cultural Specificity, Assertive Engagement, Person-Centered Care and Harm Reduction. Successful applicants will incorporate these or similar elements into their responses and service delivery models.

**Outreach to Communities of Color** - It is widely acknowledged that people experiencing poverty and other marginalized groups have historically borne the brunt of infectious disease epidemics and the lack of socially conscious government responses to them. According to Oregon Health Authority data, communities of color are disproportionately impacted by COVID-19 in Oregon. Using a robust and authentic approach rooted in a commitment to equity and racial justice, agencies are expected to administer culturally specific outreach to ensure communities of color are informed on the program and, if income eligible, are receiving access to these services.

**Schooling** – All school-aged children will be enrolled in and attending school.

**Mainstream Benefits Screening** – 100% of participant households served will be screened to determine whether they are accessing all mainstream benefits they are eligible for, including, but not limited to, TANF, SNAP, OHP, WIC, Veterans benefits, McKinney-Vento/ESSA homeless student services, TANF-DV grants, and child support. Persons who are not fully accessing mainstream benefits shall be assisted in enrolling for these benefits should they choose to do so.

## II. ELIGIBILITY

### A. Household Eligibility Criteria

Residency Eligibility: Participants must reside in Clackamas COUNTY.

COVID 19 Impact Eligibility: CVRRP-provided services require applicants to meet one of the program specific eligibility criteria.

- (1) Loss of employment or income due to COVID-19 related factors; OR
- (2) Directly impacted by business closure related to COVID-19; OR
- (3) Diagnosed or exposed to COVID-19; OR
- (4) Compromised health status or elevated risk of infection or vulnerability to health as related to COVID-19.

Income Eligibility: Participants must have gross incomes (last 30 days) at or below 80% of area median income for household size. (<https://www.oregon.gov/ohcs/APMD/HPM/docs/2020/Clackamas-County-2020-Rent-Income-Limits.pdf>)

Housing Status Eligibility: A participant is eligible when a participant is at risk of losing their housing, provided that:

- They have been notified to vacate current residence or otherwise demonstrate high risk\* of losing current housing; AND
- Lack the resources or support networks to obtain other permanent housing.

\*High risk may be demonstrated by, but is not solely defined as, having experienced a loss of income, or other threat to housing stability due to the COVID-19 crisis, and it is unknown if the problem will resolve in time to avert a loss of housing.

Household Eligibility:

Households of any configuration are eligible. Including but not limited to single adults, couples, families with children, older adults and unaccompanied youth.

Note on Citizenship and Residency:

OHCS is currently seeking clarification on whether US citizenship or legal residency is an eligibility requirement for CVRRP. If so - when SUBRECIPIENT connects with households ineligible due to this requirement, contact COUNTY's CVRRP team as rent assistance funds may be available through another source.

- B. Eligibility Documentation** [OAR 813.046, 049, 240 – also see Records Section of the OHCS Homeless Manual]

- (1) Documentation of all client/applicant eligibility information must be available in client/applicant files or if kept electronically, available upon request in the format requested. Documentation of all efforts to obtain higher preference of verification (3rd party and Intake Worker Observation) when lower forms of preference are used, must be in writing and kept in the client/applicant file.
- (2) Remote Application and Documentation

The standard preference is for applicants to apply for assistance in person or to have in-person contact with SUBRECIPIENT throughout the application and service delivery process. A remote application and documentation process may be used when necessitated.

Applicants who apply for assistance and provide eligibility documentation remotely may do so via electronic and other communication; e.g., phone, email, text, electronic messaging, mail and other electronic or remote means. The documentation must be kept in the client file.

SUBRECIPIENT is required to develop and maintain policies and procedures for the use of a remote application and eligibility documentation process and available for review by COUNTY or OHCS, upon request. Such policies and procedures must be applied equally across services that use or are supported by CVRRP funding.

These policies and procedures must address the following elements:

- a) In what circumstances a remote application and documentation process will be used;
- b) Verification of the identity of the applicant;
- c) Verification and documentation of qualification for assistance in relation to program eligibility criteria;
- d) Verification and documentation as appropriate for ongoing demonstration of eligibility;
- e) Notification and documentation to client in relation to release of information, service denial or termination and grievance and appeal requirements.

- (3) Order of Preference

OHCS requires program staff to comply with the following general documentation standards listed in order of preference:

- **Third-party documentation**, where it is available, is the preferable form of documentation. Third party documentation includes verification from an employer, landlord, public benefit worker, agency service provider, etc. Written verification sent directly to program staff or via the applicant is preferred.
- **Intake Worker Observation** may include oral statements made by a social worker, case manager, or other appropriate official at an institution, shelter, or other facility and documented by the Intake Worker. When the Intake Worker is unable to obtain a written or oral statement from a shelter, institution or facility staff, the Intake Worker must document, in writing, their efforts to obtain eligibility documentation and must place their documentation in the client's file.

- **Applicant Self-Certification** requires a written and signed document by the individual or head of household seeking assistance attesting to the facts for which they are certifying. A third-party may be designated by an applicant to sign documents on their behalf when they are unable to do so. It is the responsibility of the SUBRECIPIENT to provide access to language interpretation services and assistive devices necessary for applicants to understand the documents they are certifying.

#### ALLOWABLE PROGRAM COMPONENTS & EXPENDITURES [ORS 458.650]

Documentation of allowable program components and expenditures must identify how an expenditure meets the CVRRP program criteria.

##### **Eligible participant costs:**

- Participant rent.
- Rent arrears back to March 1, 2020.
- Manufactured home "lot rent" back to March 1, 2020.
- Participant utilities if no other resource is available.
- Participant utility arrears back to March 1, 2020 if no other resource is available.

Personnel costs, including salaries, benefits and taxes, are eligible for reimbursement as program delivery costs with a maximum reimbursement of 15% of the rent assistance expenditures for any given billing period. Administrative and overhead costs are not eligible for reimbursement under this funding source.

#### C. INELIGIBLE COSTS

- (1) Funds may not be used to fund participant mortgage payments or mortgage payments for manufactured homes.
- (2) Funds may not be used for the purchase of gift cards.
- (3) Except otherwise outlined in this award, CVRRP funds are not eligible for case management, housing navigation or other staffing expenses.

#### D. DATA REQUIREMENTS/REPORTING

SUBRECIPIENT agrees to report data as outlined below to COUNTY and OHCS:

##### A. Homeless Management Information System ("HMIS") Database:

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of people experiencing homelessness. SUBRECIPIENT is required to:



- a. Collect and enter related client personally identifiable information and demographics and service data into the electronic ServicePoint HMIS, except for data of victims of domestic violence clients, which must be entered into a comparable database system that meets HMIS standards. Data shall be entered into appropriate HMIS providers, which will be determined by COUNTY. All clients must sign a release of information allowing their personally identifiable information to be shared with OHCS for the purpose of program reporting.
- b. Projects serving survivors of domestic violence where the operator is not a victim services provider are required to enter data in their HMIS. SUBRECIPIENT is responsible for acquiring and documenting informed written consent from program participants, and protecting program participant's confidentiality.
- c. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date. SUBRECIPIENT must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS prior to invoice submittals and by the 10<sup>th</sup> of each month for services in the preceding month, whichever comes first.
- d. Collect, as required by COUNTY and OHCS, universal data elements which include personally identifiable and demographic information on all clients at entry.
- e. HMIS relevant paper forms must be retained in a secure, locked location for required monitoring by COUNTY.
- f. Enter into agreements with COUNTY's Community Development division, as needed, for access to HMIS.
- g. Ensure only authorized SUBRECIPIENT staff trained by COUNTY shall access the HMIS software.
- h. Comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements.
- i. Conduct HMIS 6 Month Follow up Report, based on housing status 6 months after program exit date.
- j. Enter data into COUNTY-provided 'HMIS Provider' to be used solely for CVRRP.
- k. Answer how has household been impacted by COVID –question must be answered with the picklist options provided.
- l. Conduct a Service Transaction including recording rent amounts provided.

**B. PROGRAM SPECIFIC REPORTING**

A) SUBRECIPIENT shall submit to the satisfaction of OHCS all HMIS reports as required in this agreement. SUBRECIPIENT shall assure that data collected and reported, which includes personally identifiable information, be conducted through the use of OHCS approved HMIS.

B) Reports submitted shall include:

- 1) COUNTY's Quarterly Provider Reports are due to OHCS 10 days following the end of each fiscal quarter (Oct 10, Jan 10, Apr 10, Jul 10). However, data entry and data quality on reports are due earlier to COUNTY.
- 2) Quarterly reports include personally identifiable information and other data collected through HMIS.
- 3) SUBRECIPIENT shall provide additional reports as needed or requested by OHCS.

Complete HMIS reporting requirements, including the HMIS provider number, updates and any additional information regarding HMIS reporting will be provided to SUBRECIPIENT within 2 weeks after execution of this Agreement.

EXHIBIT A-1

PE-15A

**MGA 19-21 Exhibit A, Attachment # PE 15-A C19-Rental Relief (CARES Act) Page 1 of 2**

**2019 – 2021 MASTER GRANT AGREEMENT**

**Exhibit A, Program Element PE 15-A**

**COVID-19 RENTAL RELIEF PROGRAM (CARES Act)**

**1. Description.** COVID-19 Rental Relief Program (CARES Act) provides federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to the Oregon Housing and Community Services for rental assistance during the coronavirus (COVID-19) pandemic.

**2. Scope of Work.**

A) SUBRECIPIENT shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of SUBRECIPIENT or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

B) SUBRECIPIENT shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:

1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.

2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by SUBRECIPIENT.

3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.

4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

**3. Program Specific Reporting.**

A) SUBRECIPIENT shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement.

SUBRECIPIENT shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted

through the use of OHCS-approved HMIS. SUBRECIPIENT may request a reporting deadline extension when necessary. An extension request shall be approved by OHCS.

B) Reports submitted shall include:

a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.

b. SUBRECIPIENT shall provide additional reports as needed or requested by OHCS.

#### **4. Performance Measures.**

A) SUBRECIPIENT shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:

1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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EXHIBIT B  
SUBRECIPIENT PROGRAM BUDGET

SUBRECIPIENT is eligible for an amount not to exceed One Million, One Hundred Forty Seven Thousand and One Hundred Twenty Five Dollars (**\$1,147,125**) from signature of Agreement to December 30, 2020 as specified under the conditions listed in Exhibit A. This amount includes:

\$997,500 for eligible participant expenses

\$149,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)



EXHIBIT C  
CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

<u>AntFarm</u>	<u>21-003 Rent Assistance - CARES</u>
Organization Name	Award Number or Project Name
<u>2 Boxes Singing Executive Director</u>	
Name and Title of Authorized Representative	
<u>2 Boxes Singing</u>	<u>08/04/2020</u>
Signature	Date

EXHIBIT D

REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUESTS

- A. Unless otherwise specified, SUBRECIPIENT shall submit monthly invoices for Work performed. More frequent requests for funds may occur as needed. All expenses are contingent upon timely, accurate and complete data collection and reporting. Invoices are due no later than 21 days following the month services were provided. **Items submitted after these due dates will not be reimbursable, unless special circumstances occur and delayed reimbursement is approved by COUNTY within the 21 day reimbursement deadline.**
- B. COUNTY will provide one advance of funds to cover the costs of projected eligible participant expenses (excluding program delivery fee). SUBRECIPIENT shall be required to provide actual transaction receipts and accounting for all expenditures at every request for funds or within 30 days of the transactions, whichever is sooner. In the event SUBRECIPIENT does not expend all advanced funds by the end of the award period of performance, or provide sufficient actual transaction receipts and accounting to substantiate expenditures, SUBRECIPIENT shall reimburse COUNTY all unexpended funds within 15 days of the end of the Voucher Service Period.
- C. **If SUBRECIPIENT fails to present invoices in proper form 21 days following the month participant payments were issued (15 days after end of program period of performance), SUBRECIPIENT waives any rights to present such invoice thereafter and to receive payment therefor.** Payments shall be made to SUBRECIPIENT following COUNTY's review and approval of invoices submitted by SUBRECIPIENT. SUBRECIPIENT shall not submit invoices for, and COUNTY will not pay, any amount in excess of the maximum compensation amount set forth above. Requests for payment shall also include the total amount billed to date by SUBRECIPIENT prior to the current invoice and a log showing advances less expenditures. **Invoice template to be provided to SUBRECIPIENT by COUNTY.**
- D. SUBRECIPIENT will receive an advance of no more than 20% of total funds (\$229,425) to cover an estimated 30 days of participant expenses and contingent on approval by OHCS. Additional disbursements shall be made as SUBRECIPIENT anticipates additional program expense requirements and requests may be made as frequently as weekly. SUBRECIPIENT shall allow 21 days from request to payment and should anticipate cash needs accordingly. SUBRECIPIENT shall submit a request for this advance, justifying cash needs, upon signature of Agreement for OHCS review and approval.
- E. Reimbursement by COUNTY will be within 21 days of receipt of COUNTY-verified invoice, including required data, reports and backup documentation, and signed Certification Statement.
- F. SUBRECIPIENT may begin accruing expenditures eligible for reimbursement under this Grant Agreement beginning July 1, 2020. Reimbursement or advance payment shall not occur until COUNTY has a fully executed Grant Agreement.

EXHIBIT E  
PERFORMANCE REPORTING

All performance reporting shall be collected through HMIS as specified in Exhibit A.

<b>Project Name: CARES Rent Assistance</b>	<b>Agreement #: 21-003</b>
<b>Federal Award #:</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: AntFarm</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

## Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

<b>Total Federal Funds <u>authorized</u> on this agreement:</b>	
<b>Total Federal Funds <u>advanced</u> on this agreement:</b>	
<b>Total Federal Funds <u>requested for reimbursement</u> on this agreement:</b>	
<b>Total Federal Funds <u>received</u> on this agreement:</b>	
<b>Balance of unexpended Federal Funds (Line 1 minus Line 3):</b>	

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

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

## E. TERMS/CONDITIONS

SUBRECIPIENT shall administer the program in a manner satisfactory to COUNTY and OHCS and in compliance with all program requirements including but not limited to the following terms and conditions:

### **General:**

- 1) SUBRECIPIENT shall assure that program funds are used only for program services consistent with program requirements.
- 2) SUBRECIPIENT shall assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) SUBRECIPIENT shall ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period shall be recaptured by COUNTY and OHCS.
- 4) SUBRECIPIENT shall serve only certified households whose eligibility has been determined in compliance with program requirements.
- 5) SUBRECIPIENT is responsible to COUNTY & OHCS for any losses resulting from improper or negligent issuance of program funds and shall repay such funds to COUNTY or OHCS within 30 days upon written demand from COUNTY or OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants available at intake and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by COUNTY. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) SUBRECIPIENT is required to provide written notice to applicants/clients when denied program assistance or assistance is terminated. The notice must include the specific reason(s) for the denial/termination and identify the steps to appeal SUBRECIPIENT's decision.
- 8) SUBRECIPIENT may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 9) SUBRECIPIENT shall be responsible for maintaining an internal controls framework, satisfactory to COUNTY and OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:



- a) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - b) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
  - c) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to COUNTY and OHCS.
  - d) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 10) Allow COUNTY, OHCS and its representatives access to, and to furnish whatever information and/or documentation COUNTY, OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. SUBRECIPIENT shall permit COUNTY, OHCS and its representatives to visit its sites to inspect same, and to review, audit, and copy all records that COUNTY, OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. SUBRECIPIENT shall cooperate fully with COUNTY, OHCS and its representatives.
  - 11) Maintain accurate financial records satisfactory to the COUNTY, which document, *inter alia*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *inter alia*, generally accepted accounting principles.
  - 12) Maintain other program records satisfactory to COUNTY & OHCS, which document, *inter alia*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
  - 13) Provide COUNTY and OHCS with reports, data, and financial statements, in form and substance satisfactory to COUNTY, as may be required or requested from time to time by the department, which shall be in a format prescribed by COUNTY.
  - 14) Furnish representatives of COUNTY, OHCS, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to, and the right to copy, all program client and fiscal records, books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request, for such purposes as research, data collection, evaluations, monitoring, and auditing. At the sole discretion of OHCS, access to records shall include the removing of records from SUBRECIPIENT's office.

- 15) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of a COUNTY and OHCS approved HMIS, where applicable by program requirements.
- 16) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to COUNTY and OHCS.
- 17) Indemnity. Subject to applicable law, SUBRECIPIENT shall, defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon, OHCS and COUNTY, and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT, or its officers, employees, contractors, subcontractors, or agents under this Agreement.
- 18) SUBRECIPIENT understands and agrees that this Grant is subject to termination upon such a directive to COUNTY by OHCS, and that OHCS shall not be liable to any of the parties of this agreement or to other persons for directing that such agreement be terminated.
- 19) SUBRECIPIENT shall comply and perform all work to the satisfaction of COUNTY and OHCS, and in accordance with the terms of this Grant, together with applicable program requirements, statutes, and regulations, including OAR 813-04000 *et. seq.*, as amended, and ORS 458.600 to 458.650. The approved COUNTY Implementation Report is incorporated herein by reference.
- 20) Expend no more than the funds awarded to SUBRECIPIENT by COUNTY (including allowable administrative costs shared with COUNTY, if applicable and allowed) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 21) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 22) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
- 23) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
- 24) May utilize program funds to address the specific needs of various homeless subpopulations if approved in writing by COUNTY. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.

- 25) SUBRECIPIENT staff that provide direct services and supervise staff who provide direct services and manage homeless grants must receive training and demonstrate competency, as documented through the CSBG Organization Standards #5.8 (Board) and #7.9(Staff).
- 26) Homeless Coordinated Entry Process. SUBRECIPIENT is required to actively participate in and promote the Continuum of Care (“CoC”) coordinated entry process for their service area.
- 27) Persons With Lived Experience Feedback. SUBRECIPIENT must develop a systematic approach for collecting, analyzing and reporting client satisfaction data. A person with lived experience feedback system must document the steps COUNTY and SUBRECIPIENT will use to review feedback and will include how the persons with lived experience feedback is used or not used. Feedback may be through surveys, participation on advisory boards and other formats and may be received by the COUNTY or SUBRECIPIENT in person, on paper, by posting through a website or by email or other electronic means.
- 28) Client Service or Housing Plan (ORS 458.528). Development of a client service or housing plan is required for those clients receiving more than one-time only services. Plans are required to be client driven, using input and goal setting by the client. Warming shelters are excluded from this requirement. Existing and active service/housing plans with other providers may be used and amended for state-funded services.
- 29) Grievance and Appeals Process. SUBRECIPIENT are required to have an established, written process for addressing client grievances for decisions, including termination or reduction of benefit, denial of benefit or other grievance. At a minimum, the process must include the following components:
  - Informs the participant/applicant of the policy and policy must be posted in general locations in which a client/applicant is expected to be;
  - Informs the participant/applicant that they may contest any SUBRECIPIENT's decision that denies (for any reason) or limits eligibility of participant/applicant and/or terminates or modifies any benefits and identifies the steps to follow to contest the decision;
  - Allows any aggrieved person a minimum of thirty days to request an administrative review;
  - Informs the applicant/participant of their right to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the decision;
  - Informs OHCS of the request for administrative review within 10 days of receiving the request; and
  - Informs the applicant/participant and OHCS in writing of the final determination and basis for the decision within ten days of the determination. Any person or persons designated by COUNTY and SUBRECIPIENT can complete the administrative review, other than the person who made or approved the decision under review or a

subordinate of this person.

SUBRECIPIENT must make accommodations for clients who have language or disability barriers that would prevent them from participating in the appeals process. OHCS retains the right to require modification of any review or appeals process that in its determination does not meet basic principles for notification, instruction, time allowance, impartiality, access and other necessary components.

- 30) Nondiscrimination. SUBRECIPIENT is required to comply with all state and federal statutes relating to nondiscrimination. SUBRECIPIENT may not take any of the following actions based on race, color, national origin, religion, gender, familial status or disability (federal) or marital status, sexual orientation, gender identity or source of income (state):

- Refuse to accept an application for housing assistance or services
- Deny an application for housing assistance or services
- Set different terms, conditions or privileges for housing assistance or services
- Provide different or specific housing, facilities or services
- Falsely deny that housing is available for inspection or rental or that services are available
- Deny anyone access to a facility or service.

The Fair Housing Act prohibits discrimination based on protected classes in the housing activities of advertising, screening and unit rentals. Using a target population in screening is allowed; however, refusal to accept application or provide information on services or available housing to any protected class, even if these groups do not fit into your targeting strategy, is prohibited. Screening criteria cannot be discriminatory and must be consistently applied. For example, a provider might decide to give priority to clients who graduate from a tenant readiness education program that is inclusive of all protected classes. If two applications come in at the same time and both meet the screening criteria, the applicant who also has the tenant readiness education experience could receive priority over the applicant who does not; however, providers should always accept the first applicant meeting their criteria or prioritization policy. For more information, see the Guide to Fair Housing for Nonprofit Housing and Shelter Providers produced by the Fair Housing Council of Oregon, or contact them directly at [www.fhco.org](http://www.fhco.org).

- 31) Limited English Proficiency. The Federal government has issued a series of policy documents, guides and regulations describing how SUBRECIPIENT should address the needs of citizens who have limited English proficiency ("LEP"). The abbreviated definition of persons with limited English proficiency is those who: have difficulty reading, writing, speaking, or understanding English, and do not use English as their primary language. SUBRECIPIENT must have an LEP policy document that describes the actions SUBRECIPIENT took to identify LEP populations in their service area and define actions they will take to provide language assistance and address language barriers. The policy must also state how and how often staff will receive training about assisting LEP persons, how the level of success of the policy will be identified and how changes will be made if needed. Links to more information about Limited English Proficiency requirements are provided in the appendices "Applicable Rules and Regulations." SUBRECIPIENT should create a written Language Access Plan ("LAP") to provide a framework to document how SUBRECIPIENT's programs will be

accessible to all populations in their service area. SUBRECIPIENT who serves few persons needing LEP assistance may choose not to establish a LAP; however, the absence of a written LAP does not release SUBRECIPIENT's obligation to ensure LEP persons have access to programs or activities.

- 32) Conflict of Interest. SUBRECIPIENT must keep records to show compliance with program conflict of interest requirements.

(1) Organizational. The provision of any type or amount of assistance may not be conditioned on an individual's or household's acceptance or occupancy of emergency shelter or housing owned by COUNTY, SUBRECIPIENT or an affiliated organization. Conflict of interest waivers regarding rent assistance and rental agreement requirements can only be approved by OHCS. If SUBRECIPIENT wishes to apply for a waiver, they should contact COUNTY and the OHCS homeless program analyst or manager for guidance in submission of a waiver request, which must be approved by OHCS. A SUBRECIPIENT may conduct a participant's intake assessment to determine program eligibility if the participant resides in housing where COUNTY or SUBRECIPIENT has ownership interest for the expediency of housing placement services and to create seamless service delivery while keeping the client engaged in services. A waiver of the conflict of interest policy for this purpose is not required for EHA/SHAP. COUNTY and SUBRECIPIENT cannot steer potential renters to units owned or operated by COUNTY or SUBRECIPIENT, if the renters will be using a rent subsidy paid with any OHCS funds. Rent-subsidized tenants are free to enter into a rental contract with another landlord within Clackamas County or SUBRECIPIENT's jurisdiction or they may choose to rent a unit owned or operated by COUNTY or SUBRECIPIENT. A waiver request is not required for this situation; however, COUNTY and SUBRECIPIENT must comply with this provision of the conflict of interest policy.

#### **Case Files**

- A. Documentation of client eligibility and services received must be maintained in client case files (paper or electronically) and include a copy of the coordinated entry assessment to confirm participation in coordinated entry. Documentation for applicants found to be ineligible for assistance or for clients who are no longer eligible to receive assistance is required and will include the client's request for assistance, why they are ineligible and how it was communicated to the applicant. Ineligible clients do not need to be entered into HMIS unless the use of HMIS is a part of the COUNTY's or SUBRECIPIENT's intake/assessment process.
- B. A client services or housing plan is required for those clients receiving more than one time only services and must be in the case file. Existing assessments and active case plans with other providers may be used and included in the client file.
- C. Client eligibility documentation be maintained in the client file. File documentation will be the basis of OHCS monitoring to ensure SUBRECIPIENT is in compliance with program requirements and regulations. OHCS recommends that SUBRECIPIENT use a client file checklist to ensure adequate documentation of case files. Sample forms are available on the OHCS website.

**Additional Requirements:**

- A) Organization must provide services to clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation, disability (as defined under the Americans with Disabilities Act) or any other protected class as defined in applicable state and federal law. Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
  
- B) Organizations are required to perform Criminal Background checks and propose for approval specific screening criteria for all staff and volunteers who will be performing direct services under this Grant. Policies must be in place to disqualify any persons who have committed violent crimes, crimes against children or other crimes that are incompatible with this project. Policies must also be in place to ensure the safety of participants should criminal convictions occur during the term of the project.
  
- C) SUBRECIPIENT will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.



**ATTACHMENT 1**  
**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S.

Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>1</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:

- COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- Costs of providing COVID-19 testing, including serological testing.
- Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

- Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
- Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- Expenses for public safety measures undertaken in response to COVID-19.
- Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:

- Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
- Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.

- Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
- Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>2</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

<sup>2</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.



**BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, May 21, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**This meeting was virtual**

**PRESENT:** Chair Jim Bernard  
 Commissioner Sonya Fischer  
 Commissioner Ken Humberston  
 Commissioner Paul Savas  
 Commissioner Martha Schrader  
 Housing Authority Commissioner Ann Leenstra

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

**\*\*\*COVID-19 Update**

Nancy Bush, Disaster Mgmt. gave a COVID-19 update.

Gary Schmidt stated the following item was approved and signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Health, Housing & Human Services (H3S) Approval of Agreement with CareOregon Inc., for COVID-19 Stabilization Funding Approved by BCC during Work Session Issues on 5-19-2020.	The Clackamas Health Centers, Health, Housing and Human Services Department requests the approval of an Agreement with CareOregon, Inc., for stabilization funding due to the COVID-19 response. The funding will ensure continuity of dental services to dental patients and provide financial stability during the COVID-19 epidemic due to temporary delay and decrease in normal volumes of patients. <a href="#">Staff Report 1.pdf</a>

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Ann Leenstra.

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to Execute Multiple Lease Agreements between Housing Authority of Clackamas County and Service Providers that Operate Special Needs Housing - HACC

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the next item.

**II. PUBLIC HEARINGS**

1. Second Reading of Ordinance No. 04-2020 Amending Clackamas County Code Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency, *1<sup>st</sup> reading 4-30-2020*

Andrew Narus, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read the Ordinance by title only, he then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we adopt Ordinance 04-2020 Amending Clackamas County Code Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as North Clackamas Park and Recreation District next items.



**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

2. **Resolution No. 2020-36** Authorization to use the Request for Proposals Method to Obtain a Construction Manager/General Contractor for the Milwaukie Bay Park Project  
Ryan Rice, Procurement and Heather Koch, NCPRD presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Savas: We approve the Resolution Authorizing the Request for Proposal Method to Obtain a Construction Manager/General Contractor for the Milwaukie Bay Park Project.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA**

1. Approval of Amendment No. 2 to the Interagency Agreement between North Clackamas Parks and Recreation District and Health, Housing and Human Services Social Services Division for Service at the Milwaukie Center

Chair Bernard asked the Clerk to read the NCPRD consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the NCPRD Consent Agenda.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard announced the Board would adjourn as North Clackamas Parks and Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

**IV. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval to Apply for a Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant (COSSAP) – *H3S Admin*
2. Approval of a Federal Subrecipient Grant Agreement with AntFarm, Inc to Provide Youth Prevention Coordination for Rural Clackamas County in Sandy and Estacada - *CFCC*
3. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer COVID-19 Rental Relief Program Funds

**B. Department of Transportation & Development**

1. Approval of a Contract with Eagle-Elsner, Inc. for the Highland Paving Package - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Department of Human Resources**

1. Approval of Contract between Clackamas County, Department of Human Resources and Navia Benefit Solutions, Inc. for Flexible Spending Account (FSA) Services - *Procurement*

**E. Business & Community Services**

1. Approval of Local Grant Agreement between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to Provide Technical Assistance to Businesses, and a Small Grants Program on behalf of Clackamas County in an Effort to Support the Local Business Community Impacted by the COVID-19 Pandemic (*this item was removed from 5-14-2020 meeting for further staff review*)

**V. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract Amendment No. 4 with James W. Fowler Company for the Tri-City Water Resource Recovery Facility (WRRF) Solids Handling Improvements Project - *Procurement*

**VI. CITIZEN COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

1. Bill Osborn, Gladstone, via zoom – Candidate for Commissioner – hopes parks open soon, and asked about MS Young Park being used for homeless.

Chair Bernard stated that Mary S Young Park has been removed from the plan.

2. Darren Gunter, via email – more food programs for the hungry.

Chair Bernard stated we have a grant program that will be used for food for the hungry.

3. Lori Kimmel, Beavercreek – via email – the County took too long to hire contact tracers.

**VII. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**VIII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED – 11:20 AM**



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

August 6, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement (IGA) with Washington County, Oregon for Maintenance of the Clackamas County Sheriff's Office Motors Unit Motorcycles

<b>Purpose/Outcome</b>	The Clackamas County Sheriff's Office is in need of a new vendor to service the BMW motorcycles used by the Motors Unit. Washington County is able to meet this need, as proposed, in this Intergovernmental agreement (IGA)
<b>Dollar Amount and Fiscal Impact</b>	Funds are currently budgeted within the Sheriff's Office budget
<b>Funding Source</b>	The funds will come from the Sheriff's approved FY 2020-21 Fleet Budget
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The agreement period is July 1, 2020 – June 30, 2023
<b>Previous Board Action/Review</b>	This is a new request made of the Board of County Commissioners
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li><i>Date of Counsel review: 07/27/2020</i></li> <li><i>Initials of County Counsel performing review: AN</i></li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li><i>Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/></i></li> <li><i>If no, provide brief explanation: N/A</i></li> </ol>
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	N/A

## BACKGROUND:

Approval of this Intergovernmental agreement will provide the Sheriff's Office with a solution for maintenance of the Motors Unit BMW motorcycles by certified technicians. Service will be conducted according to the agreed upon schedule, terms and prices listed in the IGA.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves the Sheriff's Office to enter into this Intergovernmental agreement and authorizes the Sheriff's Office Fleet Manager and Traffic Sergeant or Lieutenant to administer the agreement.

Respectfully submitted,

Craig Roberts,  
Sheriff

*"Working Together to Make a Difference"*

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-785-5000 • Fax 503-785-5190 • [www.clackamas.us/sheriff](http://www.clackamas.us/sheriff)



## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2020, or upon final signature, whichever is later.  
The expiration date is: June 30, 2023; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) 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, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other 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.
- 10) Each party agrees to maintain insurance levels 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 30.269 through 30.274.

## ATTACHMENT A

### **Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon Statement of Work/Schedule/Payment Term**

#### 1) Description of services

- a. Washington County, Oregon Fleet Services Division shall perform preventative maintenance and repair services to BMW Police Motorcycles owned and operated by Clackamas County Sheriff's Office or Cities contracting services with Clackamas County.
- b. Said services shall be conducted at Washington County's Fleet services building located at 1400 SW Walnut Street, Hillsboro, Oregon 97123-5625. Hours of operation for Washington County certified BMW mechanics are Monday through Thursday 7am to 5pm. Mechanic's hours of operation are subject to change. Hours of drop off or pick up for Clackamas County can occur Monday through Friday 6:30am to 5pm.
- c. Clackamas County or designee shall be responsible for movement of vehicles to and from Washington County Fleet Services site.
- d. Washington County shall contact Clackamas County Sheriff's Office Fleet Manager or their designee to receive authorization to perform services prior to commencing work or in the event of unexpected repairs determined during the service.
- e. Washington County shall perform services as recommended by BMW and as outlined in the attached Preventive Maintenance A Service or B Service task lists.
- f. Washington County shall maintain a secure and dry location outside, undercover to store a spare Clackamas County BMW Motorcycle to be used as a loaner vehicle during service.
- g. Washington County shall allow reasonable access to the Fleet facility during hours of operation for drop off and pick up of Clackamas County vehicles.
- h. Washington County agrees to use factory BMW parts or equivalent on all repairs or services. Any deviation from this shall be approved by Clackamas County Fleet Manager or their designee in advance of performing services.
- i. Repairs to Clackamas County vehicles shall be conducted by a certified BMW technician.
- j. Washington County agrees to install tires provided by Clackamas County. When the inventory of tires is depleted Clackamas County agrees to purchase tires from Washington County Fleet.
- k. Such service requirements may be amended from time to time by Clackamas County and provided to Washington County.
- l. Washington County may, at the request of Clackamas County and upon mutual agreement, provide other repair services.
- m. Clackamas County shall provide to Washington County a list of vehicles to be maintained under this agreement. Clackamas County may add or remove vehicles from this list by sending written notice to the Washington County Fleet Manager and Fleet Maintenance Supervisor of the change by US Mail or Electronic Mail.
- n. The following person, or their designee, have authority to administer the agreement
  - i. Clackamas County Sheriff's Office Fleet Manager and/or their designee
  - ii. Clackamas County Sheriff's Office Traffic Sergeant or Traffic Lieutenant

#### 2) Rates and Charges

- a. Service Worker labor shall be billed at the rate of **\$105** per hour.
- b. Mechanic labor shall be billed ta the rate of **\$125** per hour.

**ATTACHMENT A**

**Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon  
Statement of Work/Schedule/Payment Term**

- c. Parts markup shall be applied to applicable parts purchased, based upon the actual cost of the part purchased by Washington County Fleet Services plus **33%** markup.
- d. Commercial vendor markup shall be applicable to vendor services, based upon the actual cost paid by Washington County Fleet Services plus **15%**.
- e. The above rates and markups are set for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Rate and markups are re-established each fiscal year.
- f. Total amount of this agreement will not exceed \$100,000.

3) Reporting and Billing Process and Payment Terms

- a. Washington County shall, on a monthly basis, invoice Clackamas County Sheriff's Office for all services rendered during the month. The invoice shall be sent via email to the Clackamas County Sheriff's Office Finance Division at [CCSOFinance@co.clackamas.or.us](mailto:CCSOFinance@co.clackamas.or.us) and the Clackamas County Fleet Services Manager, Daniel Steeves, at [danste@clackamas.us](mailto:danste@clackamas.us)
- b. The invoice will provide total cost of services performed for each Clackamas County vehicle/unit identified by license plate and VIN number. The invoice will be accompanied by a copy of the corresponding Work Order for each Clackamas County vehicle/unit detailing the task, labor hours, parts and/or commercial charges for each Clackamas County vehicle/unit.
- c. Payment to Washington County for services rendered shall be made 30 days from the invoice date.

4) A Services

Preventive Maintenance SERVICE A – 6,000 Miles
CHANGE ENGINE OIL AND FILTER
CHECK CHARGE STATE OF SECOND BATTERY
CHECK FRONT AND REAR AXLE NUTS
CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
CHECK REAR SWING ARM FOR WATER INTRUSION
CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
BRAKE INSPECTION

5) B Services

Preventive Maintenance SERVICE B – 12,000 Miles
CHANGE ENGINE OIL AND FILTER
CHANGE REAR DRIVE OIL (Every 12K miles or Two years)
CHECK CHARGE STATE OF SECOND BATTERY



**ATTACHMENT A**

**Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon  
Statement of Work/Schedule/Payment Term**

CHECK FRONT AND REAR AXLE NUTS
CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
CHECK REAR SWING ARM FOR WATER INTRUSION
CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHANGE GEAR BOX OIL (2013 ONLY)
CHANGE AIR FILTER
REPLACE ALTERNATOR BELT (2013 ONLY)
CHECK VALVES AND ADJUST AS NEEDED
BRAKE INSPECTION

- 6) Brake Fluid Flush every 2 years
  
- 7) Engine coolant replaced 4 years from in service date





Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
1024 MAIN STREET • OREGON CITY • OREGON • 97045  
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 22, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community  
Corrections and Sunrise Water Authority to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for Sunrise Water Authority
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$30,000.00 in revenue to support the Community Service program.
<b>Funding Source</b>	Sunrise Water Authority.
<b>Duration</b>	Effective once signed and terminates June 30, 2021.
<b>Previous Board Action</b>	New Agreement
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Counsel Review</b>	Attached with CSW agreement
<b>Procurement Review</b>	NO: This item is an IGA-CSW agreement
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Sunrise Water Authority. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2021. This serves as the first of three Agreement renewals.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Sunrise Water Authority.

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND SUNRISE WATER AUTHORITY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Sunrise Water Authority ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
  - A. The COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
    - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty- four (24) per work day.
    - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
  - B. For Graffiti removal services COUNTY agrees to:
    - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
    - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
    - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
    - iv. Remedy requested work within ten (10) days of notification per code;
    - v. Take before and after photos for documentation and furnish to AGENCY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

**3. Rights and Obligations of the AGENCY.**

A. The AGENCY agrees to:

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. For Graffiti removal services AGENCY agrees to:

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
- iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

**4. Compensation.**

A. The Agency agrees to pay \$425 per crew per day for the services outlined in Section II. A.

B. For Graffiti removal services outlined in section II.B above. Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

C. Payments shall be made on the basis of requests for payment submitted as follows:

- i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
- ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

**5. Representations and Warranties.**

A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

B. *County Representations and Warranties:* County represents and warrants to Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**6. Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency 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 is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

## **7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful



acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
  - A. Fred Wienberg, or their designee, will act as liaison for the County.

**Contact Information:**

Fred Wienberg  
Clackamas County  
Community Corrections  
1024 Main St.  
Oregon City, OR 97045  
(503) 650-8929

Toby Henderson, or their designee, will act as liaison for the Agency.

**Contact Information:**

Toby Henderson  
Sunrise Water Authority  
10602 SE 129<sup>th</sup> Ave  
Happy Valley, OR 97086  
503-572-0220

**10. General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by

the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. 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.
- G. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in

writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

**[Signatures on Following Page]**

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**  
Chair Jim Bernard  
Commissioner Sonia Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

**Sunrise Water Authority**  
10602 SE 129<sup>th</sup> Ave  
Happy Valley, OR 97086  
(503) 572-0220

\_\_\_\_\_  
Chair, Board of County Commissioners

DocuSigned by:  
  
E0EBD79D60054C1...  
\_\_\_\_\_  
Authorized Signature

Wade Hathhorn                      General Manager

\_\_\_\_\_  
Date


\_\_\_\_\_  
Printed Name/Title

7/9/2020

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel


**PUBLIC & GOVERNMENT AFFAIRS**

 PUBLIC SERVICES BUILDING  
 2051 KAEN ROAD | OREGON CITY, OR 97045

August 6, 2020

 Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Amendment #1 to Intergovernmental Agreement with Multnomah County,  
for Use of Videography Services of Clackamas County On-Call Videographers

<b>Purpose/Outcome</b>	Amendment #1 extends the term to December 31, 2020. This is to continue to enable Clackamas County to facilitate the videography services related to COVID-19 of its on-call contracts with videographers to perform services for the benefit of Multnomah County.
<b>Dollar Amount and Fiscal Impact</b>	Multnomah County agrees to pay Clackamas the amounts charged by the videographers for services performed under the contract and task orders.
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective March 26, 2020 and terminates on December 31, 2020.
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	This Intergovernmental Agreement has been reviewed and approved by County Counsel on 7-27-20, JM
<b>Procurement Review</b>	No, because this item is an IGA.
<b>Contact Person</b>	Sue Hildick, Public & Government Affairs, 503-742-5900

**BACKGROUND:**

The Clackamas County Public & Government Affairs Department request the approval of an Amendment #1 to the Intergovernmental Agreement with Multnomah County for Use of Videography Services of Clackamas County On-Call Videographers. Clackamas County has on-call contracts with videographers that allow Clackamas County to submit a task order to the videographer.



The videographer will then perform the work as specified in the task order consistent with the contract. Clackamas County has capacity in these contracts that it is willing to allow Multnomah County to utilize to meet their current need for videographer services related to COVID-19 in some capacity. Multnomah County will pay Clackamas County for the use of the services of the videographers that they have under contract.

This Amendment extends the term through December 31, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment to extend the term of the IGA to allow Clackamas County to facilitate the videography services of its on-call contracts with videographers to perform services for the benefit of Multnomah County.

Respectfully submitted,



Sue Hildick, Director  
Public and Government Affairs

**MULTNOMAH COUNTY IGA  
VIDEOGRAPHER SERVICES AMENDMENT #1**

Amendment and renewal of Intergovernmental Agreement between Clackamas County (Clackamas) and Multnomah County (Multnomah) Dated May 7, 2020 for the provision of Videographer Services.

This Amendment adds language to Terms of Agreement.

**AMEND:**

**1. Term**

**CHANGE TO ADD:**

The contract term will be effective upon full execution and terminate December 31, 2020.

This Amendment, when signed by Multnomah County and the Chair of the Board of County Commissioners for Clackamas County will become part of the contract document dated May 7, 2020.

**Clackamas County**

**Multnomah County**

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form

\_\_\_\_\_  
County Counsel



**COPY**

**PUBLIC & GOVERNMENT AFFAIRS**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

May 7, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County, for Use of Videography Services of Clackamas County On-Call Videographers

<b>Purpose/Outcome</b>	This agreement allows Clackamas County to facilitate the videography services of its on-call contracts with videographers to perform services for the benefit of Multnomah County.
<b>Dollar Amount and Fiscal Impact</b>	Multnomah County agrees to pay Clackamas the amounts charged by the videographers for services performed under the contract and task orders.
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective March 26, 2020 and terminates on December 31, 2020.
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	April 28, 2020
<b>Contact Person</b>	Sue Hildick, Public & Government Affairs, 503-742-5900

**BACKGROUND:**

Clackamas County has on-call contracts with videographers that allow Clackamas County to submit a task order to the videographer. The videographer will then perform the work as specified in the task order consistent with the contract. Clackamas County has capacity in these contracts that it is willing to allow Multnomah County to utilize to meet their current need for videographer services related to COVID-19 in some capacity. Multnomah County will pay Clackamas County for the use of the services of the videographers that they have under contract.

The Agreement is effective March 26, 2020 and continues through December 31, 2021. This agreement is retroactive due to the time-sensitive video needs of Multnomah County during the Pandemic.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the IGA to allow Clackamas County to facilitate the videography services of its on-call contracts with videographers to perform services for the benefit of Multnomah County.

Respectfully submitted,

Sue Hildick, Director  
Public and Government Affairs

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY AND MULTNOMAH COUNTY**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("Clackamas"), a political subdivision of the State of Oregon, and Multnomah County ("Multnomah"), a political subdivision of the State of Oregon, an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County has on-call contracts with videographers that allow Clackamas County to submit a task order to the videographer. The videographer will then perform the work as specified in the task order consistent with the contract. Clackamas County has capacity in these contracts that it is willing to allow Multnomah County to utilize to meet their current needs for videographer services. Multnomah County will pay Clackamas County for the use of the services of the videographers that they have under contract according to the terms below.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**TERMS**

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, whichever is sooner.
2. **Scope of Work.** Clackamas County agrees to issue task orders to videographers under contract to perform services for the benefit of Multnomah County consistent with the existing contracts. The issuance of these task orders will herein be referred to as ("Work").
3. **Consideration.** Multnomah agrees to pay Clackamas, the amounts charged by the videographers for the services performed under the contracts and task orders from available and authorized funds, a sum not to exceed \$75,000 for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, Clackamas County shall submit monthly invoices for Work performed and shall include the total amount billed to date by the videographers prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Clackamas County following Multnomah County's review and approval of invoices submitted by Clackamas County. Clackamas County shall not submit invoices for, and Multnomah County will not pay, any amount in excess of the maximum compensation amount set forth above. Multnomah County will pay in accordance with the rates listed on **Exhibit A: Producer Pay Rates**, attached to this Agreement.
5. **Representations and Warranties.**
  - A. *Clackamas County Representations and Warranties:* Clackamas County represents and warrants to Multnomah County that Clackamas County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Clackamas County enforceable in accordance with its terms.
  - B. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
  - A. Either Clackamas County or Multnomah County may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
  - B. Either Clackamas County or Multnomah County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to

terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. Clackamas County or Multnomah 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 is of the same nature as that waived.
  - D. Multnomah County may terminate this Agreement in the event Multnomah County fails to receive expenditure authority sufficient to allow Multnomah County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or Multnomah County is prohibited from paying for such work from the planned funding source.
  - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Multnomah County agrees to indemnify, save harmless and defend Clackamas County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Multnomah County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Multnomah County has a right to control.
8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- A. Kellie Lute or her designee will act as liaison for the Clackamas.

**Contact Information:**

Kellie Lute  
Administrative Services Manager  
Department of Public and Government Affairs  
2051 Kaen Rd.  
Oregon City, OR 97045  
(503) 742-  
[klute@clackamas.us](mailto:klute@clackamas.us)

Jessica Morkert-Shibley or their designee will act as liaison for Multnomah County.

**Contact Information:**

Jessica Morkert-Shibley

Public Affairs Coordinator  
Communications Office  
501 SE Hawthorne Boulevard, ste 600  
Portland, OR 97214  
[jessica.morkert-shibley@multco.us](mailto:jessica.morkert-shibley@multco.us)

## 10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between Clackamas County and Multnomah County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clackamas County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Multnomah County, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Multnomah County shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Multnomah County shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Multnomah County shall permit the Clackamas's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the party requesting the work to be performed. The requesting party shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement.
- F. **Hazard Communication.** Multnomah County shall notify Clackamas County prior to using products containing hazardous chemicals to which Clackamas County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Multnomah (40 CFR Part 302), and any amendments thereto. Upon Clackamas County's request, Multnomah County shall immediately provide Material Safety Data Sheets for the products subject to this provision.



- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Multnomah County and Clackamas County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** Multnomah County shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from Clackamas County, which shall be granted or denied in Clackamas County's sole discretion. Clackamas County's consent to any subcontract shall not relieve Multnomah County any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Multnomah County nor Clackamas County shall be held responsible for delay or default caused by events outside of Multnomah County or Clackamas County's reasonable

control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- S. **Confidentiality.** Multnomah County acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Multnomah County or its employees or agents in the performance of this Agreement shall be deemed confidential information of Clackamas County ("Confidential Information"). Multnomah County agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Multnomah County uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**IN WITNESS HEREOF**, the Parties have executed this Agreement by the date set forth opposite their names below.

**Clackamas County**



\_\_\_\_\_  
Chair, Board of Clackamas Commissioners

**Multnomah County**

DocuSigned by:  
  
8474F2A46BFE4A5...

May 7, 2020 E.2

\_\_\_\_\_  
Date

4/22/2020

\_\_\_\_\_  
Date

## Producer Pay Rates

### **\$28.00/hr Training**

Receiving training from staff.

### **\$32.00/hr Producer**

Script and project development. Operating camera/ audio equipment, interviewing, technical services, post-production, and training as an instructor.

### **\$40.00/hr Lead Producer**

Same duties as Producer but managing a crew of 3 or more.

### **\$40.00/hr Hosting Talent**

Hosting live or recorded production.

### **\$40.00/hr Voiceover Talent**

Providing professional voiceover for an edited production.

### **\$40.00/hr DSB Auditorium Director**

Operating switcher in the Development Services Building auditorium and recording meetings for future playback.

### **\$125.00 / First two hours\***

#### **BCC Hearing Room Audio Technician**

Operating audio mixer during live meetings in the Board of County Commissioners Hearing Room. Creating DVD copies and assisting Director as needed.

### **\$150.00 / First two hours\***

#### **BCC Hearing Room Director**

Operating switcher during live meetings in the Board of County Commissioners Hearing Room. Creating files for channel and website playback. Adding completed meetings to schedule.

\*Producer standard rate (\$32.00) after first two (2) hours.

## Mileage

↗ Will be paid at the current Federal rate

↗ Is paid from county offices to the shoot location

↗ Is not paid for editing purposes, equipment pick-up or drop-off, coming into the office for voiceover, script writing, program scheduling or staff meetings.



**Sue Hildick**

*Director*

Public & Government Affairs  
2051 Kaen Road  
Oregon City, OR 97045

503-655-8751

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

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Approving the Renewal of the Cable Television  
Franchise Agreement for Use of the County Rights-of-Way  
By Canby Telcom d/b/a DirectLink (DirectLink)

<b>Purpose/Outcome</b>	Approve the renewal of the cable television franchise agreement for a ten (10)-year term.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective August 6, 2020 through August 5, 2030.
<b>Previous Board Action/Review</b>	The original franchise was approved for a ten (10)-year agreement by the BCC in October 2006. Franchise negotiations began in October 2016 and have been extended for six months to one-year intervals to continue negotiations. The final franchise extension was submitted to the BCC in March 2020, with an expiration date of March 31, 2021.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Counsel Review</b>	This Franchise Agreement has been reviewed and approved by County Counsel on 7-27-20. JM
<b>Procurement Review</b>	No, because this item is a franchise agreement.
<b>Contact Person</b>	Sue Hildick, Public and Government Affairs, 503-742-5900
<b>Contract No.</b>	N/A

**BACKGROUND:**

The County has concluded negotiations with DirectLink, with terms and conditions for use of the County's rights-of-way to provide a cable communications system to residents in unincorporated Clackamas County. A map of the area to be served is represented as Exhibit A in the Franchise Agreement. DirectLink will pay franchise fees, the same as other cable providers, of 5% of gross revenues.

Provisions of the Franchise Agreement include broadcast of the following Public, Educational and Government (PEG) Access Channels: Clackamas County Government Channel, Clackamas Community College Channel, Canby TV5 (CTV5) Channel, and Willamette Falls Studios Channel in the DirectLink service area.

Page 2

Staff Report – Renewal Franchise Agreement Canby Telcom d/b/a DirectLink  
August 6, 2020

The cable company has also agreed to support PEG Access Channels with a monthly contribution of \$1.00 per subscriber. Customer service standards and interconnection requirements with all other contiguous cable systems in Clackamas County are included.

The franchise document is current with recent FCC standards. DirectLink has agreed to all terms and conditions of the franchise grant with the County.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Cable Television Franchise Renewal Agreement with DirectLink, for a term of ten (10) years from the effective date of August 6, 2020. County Counsel has reviewed and approved the attached Board Order.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sue Hildick". The signature is written in a cursive, flowing style.

Sue Hildick, Director  
Public and Government Affairs

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Renewal of the Cable  
Television Franchise Agreement for Use of  
the County Rights-of-Way by Canby  
Telcom d/b/a DirectLink



Order No. \_\_\_\_\_

This matter coming on at this time, and it appearing that Canby Telcom d/b/a DirectLink (DirectLink) has been providing cable television service utilizing the County rights-of-way pursuant to a franchise agreement, Board Order No. 2020-13 that expires on March 31, 2021; and

It further appearing that the County and DirectLink have conducted negotiations as provided by federal law concerning the franchise renewal; and

It further appearing that the issuance of a renewal subject to the terms and conditions of the attached Franchise Agreement would be in the best interests of the citizens of the County;

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Franchise Agreement be approved and executed, and be subject to the terms and conditions as specified in the Agreement for a term of ten (10) years as specified in Section 3.3.

DATED this \_\_\_\_\_ day of August, 2020.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary





Elizabeth Comfort  
Finance Director, Interim

## Department of Finance

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Amendment to the DAS Grant No.1003 with the State of Oregon  
Department of Administrative Service for Coronavirus Relief Fund

<b>Purpose/Outcome</b>	Approval to accept the grant amendment from the State of Oregon, by and through its Department of Administrative Services for Coronavirus Relief pass-through funding.
<b>Dollar Amount and Fiscal Impact</b>	COVID-19 is ongoing; the County has requested reimbursement totaling \$7,318,402.79, covering the period from March 1, 2020 to June 30, 2020. This amendment increases reimbursable grant funding to \$17,710,167.48.
<b>Funding Source</b>	Federal funding provided by the U.S. Department of Treasury and is administered by DAS.
<b>Duration</b>	March 1, 2020 through December 30, 2020
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	N/A
<b>County Counsel Review</b>	Reviewed and approved by County Counsel on 7/28/2020
<b>Contact Person</b>	Christa Bosserman-Wolfe, Deputy Director 503-742-5407 Michael Morasko, Senior Accountant 503-742-5435

### BACKGROUND:

Federal funding in this agreement is provided by the U.S. Department of the Treasury Coronavirus Aid, Relief and Economic Security Act (CARES Act), and is passed-through the State of Oregon Department of Administrative Services (DAS).

To date, Clackamas County has submitted reimbursement requests totaling \$7,318,402.79, covering the period from March 1, 2020 to June 30, 2020. This amendment increases reimbursable grant funding to \$17,710,167.48.

### RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners accept this amendment to increase grant funding for Coronavirus relief funding.

Respectfully submitted,

Christa Bosserman-Wolfe  
Deputy Director, Finance

# **STATE OF OREGON AMENDED AND RESTATED GRANT AGREEMENT**

Grant No. 1003

This Amended and Restated Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Clackamas County (“Grantee”), each a “Party” and, together, the “Parties”.

## **SECTION 1: AUTHORITY AND BACKGROUND**

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

Accordingly, on 7/24/2020, Agency and Grantee entered into a Grant Agreement by which Agency agreed to disburse, and Grantee agreed to accept, certain CARES Act funds as more fully described in that Agreement. The parties now enter into this Amended and Restated Grant Agreement to update the period for which Grantee may seek reimbursement of eligible costs using CARES Act funds, as well as to amend the reimbursement-submission procedure.

## **SECTION 2: PURPOSE**

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the “Performance Period”). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

## **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov

### 4.2 Grantee’s Grant Manager is:

Name: Michael Morasko  
Address: 2051 Kaen Rd, Oregon City, OR 97045  
Phone: 503-742-5435  
Email: mmorasko@clackamas.us

### 4.3 A Party may designate a new Grant Manager by written notice to the other Party.

## SECTION 5: PROJECT ACTIVITIES

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the “Project”), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

## SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$17,710,167.48 (the “Grant Funds”) for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund (“Funding Source”).

## SECTION 7: DISBURSEMENT GENERALLY

### 7.1 Disbursement.

7.1.1 Subject to the availability of sufficient moneys in and from the Funding Source based on Agency’s reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

7.1.2 Grantee must provide to Agency any information or detail regarding the expenditure of Grant

Funds required under Exhibit A prior to disbursement or as Agency may reasonably request.

**7.2 Conditions Precedent to Disbursement.** Agency’s obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

**7.2.2** No default as described in Section 15 has occurred; and

**7.2.3** Grantee’s representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

**8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

**8.1.1** Grantee is a local government or tribal government duly organized and validly existing;

**8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;

**8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;

**8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and

**8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

**8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be

made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

- 8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: OWNERSHIP**

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act .

## **SECTION 10: CONFIDENTIAL INFORMATION**

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under

federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).

**10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

**10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee’s obligations under applicable law.

**10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.

## **SECTION 11: INDEMNITY/LIABILITY**

**11.1 Indemnity.** Subject to the limitations of Article XI, § 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and

against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).

**11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.

**11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

**12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.

**12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.

**12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION



This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## **SECTION 14: ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## **SECTION 15: DEFAULT**

- 15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if

Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee’s sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency’s written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1 At Agency’s discretion, upon 30 days advance written notice to Grantee;
  - 18.2.2 Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency’s reasonable administrative discretion, to perform its obligations under this Grant;
  - 18.2.3 Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency’s performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 18.2.4 Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.
- 18.3 **By Grantee.** Grantee may terminate this Grant as follows:
- 18.3.1 If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
  - 18.3.2 If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
  - 18.3.3 Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

## SECTION 19: MISCELLANEOUS

- 19.1 **Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 **Nonappropriation.** Agency’s obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 19.3 **Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 **Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s

Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this

Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.

**19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.

**19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (the "Project")
- Exhibit B (Insurance)
- Exhibit C (Federal Terms and Conditions)
- Exhibit D (Federal Award Identification)

**19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute 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 Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Administrative Services

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

### Clackamas County

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

93-6002286  
Federal Tax ID Number

096992656  
DUNS Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: s/ Sam Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 7/23/2020  
Date

## EXHIBIT A THE PROJECT

### SECTION I. BACKGROUND AND GOALS

*To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:*

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

### SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Indirect/Administrative Costs.** Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

### SECTION III. RESERVED

### SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.



## **SECTION V. DISBURSEMENT PROVISIONS**

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. Reimbursement requests shall be submitted via an Agency-developed grant website portal, if operable and available, otherwise, Grantee must send its requests for disbursement via email to the Agency's Grant Manager identified in Section 4.

## **EXHIBIT B INSURANCE**

### **INSURANCE REQUIREMENTS**

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY**

**Required**  **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### **AUTOMOBILE LIABILITY INSURANCE**

**Required**  **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general

liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY**

Required  Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee’s contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY**

Required  Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY**

Required  Not required

Pollution liability insurance covering Grantee’s or appropriate contractor or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee’s, contractor, or subgrantee’s liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

Required  Not required

Directors, officers and organization liability insurance covering the Grantee’s organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper

governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required  Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee’s employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

Required  Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees (“Covered Entity”) is responsible including but not limited to any Covered Entity’s employees and volunteers. Policy endorsement’s definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers’ compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee’s activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee’s ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee’s first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain,

and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

### **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, (iii) the expiration of all warranty periods provided under this Grant.

### **CERTIFICATE(S) AND PROOF OF INSURANCE**

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

### **NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

### **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments  will  will not be made in whole or in part with federal funds.

1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

Grantee is a subrecipient       Grantee is a contractor       Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

**“Contract”** means this Grant or any contract or subgrant funded by this Grant.

**“Contractor”** and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §200.5XX

i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

### **3. ADDITIONAL FEDERAL REQUIREMENTS**

None.



## EXHIBIT D

### FEDERAL AWARD IDENTIFICATION

#### (Required by 2 CFR 200.331(a))

(i) Grantee Name: <i>(must match DUNS registration)</i>	CLACKAMAS, COUNTY OF
(ii) Grantee's DUNS number:	096992656
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	
(vii) Total amount of federal award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$17,710,167.48
(viii) Federal award project description:	Coronavirus Relief Fund
(ix) Federal awarding agency:	U.S. Department of the Treasury
Name of pass-through entity:	Oregon Department of Administrative Services
Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(x) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xi) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>