

# AGENDA

**Thursday, July 13, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-86

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. \_\_\_\_\_ for Boundary Change Proposal CL 17-003, Annexation to Clackamas County Service District No. 1 (Chris Storey, Assistant County Counsel, Ken Martin, Boundary Change Consultant)
2. Board Order No. \_\_\_\_\_ for Boundary Change Proposal CL 17-004, Annexation to Clackamas River Water (Chris Storey, Assistant County Counsel, Ken Martin, Boundary Change Consultant)

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

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

1. Approval of an Agency Service Agreement with Northwest Housing Alternatives, Inc. for HomeBase Program Operations and Financial Assistance – *Social Services*
2. Approval of an Intergovernmental Sub-recipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
3. Approval of an Intergovernmental Sub-recipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

4. Approval of an Intergovernmental Sub-recipient Agreement with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents – *Social Services*
5. Approval of an Agency Service Agreement with Northwest Housing Alternatives, Inc. for Temporary Emergency Housing, Homelessness Prevention and Rapid Re-Housing – *Social Services*
6. Approval of an Intergovernmental Sub-recipient Agreement with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
7. Approval of an Intergovernmental Sub-recipient Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
8. Approval of Intergovernmental Agreement No. 154752 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*
9. Approval of Intergovernmental Agreement No. 154433 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*
10. Approval of an Intergovernmental Sub-recipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
11. Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for Operations for the Mt Hood Express Bus Service – *Social Services*
12. Approval of an Intergovernmental Sub-recipient Agreement with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
13. Approval of an Agency Sub-recipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
14. Approval of Amendment No. 3 to an Agency Service Contract with Clackamas Women’s Services Providing Coordinated Housing Assessments – *Social Services*
15. Approval of an Agency Sub-recipient Agreement with Canby Adult Center to Provide Social Services for Clackamas County Residents age 60 and over - *Social Services*
16. Approval of Amendment No. 2 to an Agency Service Contract with Northwest Housing Alternatives, Inc. Providing Coordinated Housing Assessments – *Social Services*
17. Approval of Amendment No. 3 to Intergovernmental Agreement No. 148508 with the State of Oregon, Acting by and through its Oregon Health Authority, for Choice Model Services (formerly Adult Mental Health Initiative) – *Behavioral Health*
18. Approval of a Declaration of Deed Restriction (Fire Separation Distance) Document to be Recorded on Clackamas County Owned Properties for Clackamas Women’s Services and the Housing and Community Development Division – *Housing and Community Development*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 2 to Supplemental Project Agreement No. 25214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge No. 6574 Project
2. Approval of Supplemental Project Agreement No. 31172 with Oregon Department of Transportation for the South Ivy Street Project in Canby

**C. Juvenile Department**

1. Approval of Amendment and Renewal No. 3 to the Personal Services Contract with Todos Juntos to Provide Diversion Panel Services - *Procurement*
2. Approval of Amendment and Renewal No. 3 to the Personal Services Contract with Parrott Creek Child and Family service to Provide Diversion Panel Services - *Procurement*
3. Approval of Amendment No. 3 and Renewal No. 2 to the Personal Services Contract with Parrott Creek Child and Family Services to Provide Sex Offender Treatment to Youth - *Procurement*

**D. County Counsel**

1. Board Order No. \_\_\_\_\_ Delegating Decision Making Authority to a Hearings Officer for Matters Arising Under Section 6 of Clackamas County Service District No. 1 Rules and Regulations
2. Board Order No. \_\_\_\_\_ Delegating Decision Making Authority to a Hearings Officer for Matters Arising Under Chapter 2.01 of the County Code (Foreclosed Property)
3. Approval of an Intergovernmental Agreement between 13 Counties for Sharing of Costs Associated with the MERS Litigation

**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. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



**OFFICE OF COUNTY COUNSEL**

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

July 13, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County Service District No. 1

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
 Assistants

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant – 503-222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 (the "District") is such a district. In this capacity the Board is sitting as the County Commission, not as the governing body of the District.

Proposal No. CL 17-003 is a proposed annexation to Clackamas County Service District No. 1. This is consistent with the WES agreement and will also expand the jurisdictional boundaries for WES as an ORS 190 entity concomitantly.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; and 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.



As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)), the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District within the City of Happy Valley. The territory contains 13 acres, 62 single family units, 2 commercial structures, and significant portions of Highway 224 right-of-way. It has an estimated population of 180 people and is valued at \$2,777,026 across several parcels which together have petitioned for annexation.

### **REASON FOR ANNEXATION**

The property owners desire reliable sewer service for the existing manufactured homes and restaurants on the properties.

### **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
  - (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the section below. No concept plans cover this area.

Attached for the Board's consideration is a draft order and proposed findings consistent with the above criteria.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-003, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

  
Chris Storey  
Assistant County Counsel

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 13 acres, 62 single family units, 2 commercial structures, and significant portions of Highway 224 right-of-way. It has an estimated population of 180 and is valued at \$2,777,026 across several parcels.
2. The property owners desire reliable sewer service for the existing manufactured homes and restaurants on the properties.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

4. Additional criteria can be found in the Metro Code. The Metro Code requires a report which addresses the criteria listed below and which includes the following information:
  - a. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
  - b. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
  - c. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

5. To approve a boundary change, the reviewing entity [the Board] must apply the following criteria:

To approve a boundary change the Board must:

- (1) Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
  - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;
  - (E) Any applicable comprehensive plan; and
  - (F) Any applicable concept plan.
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the findings below. No concept plans cover this area.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

\* \* \*

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
8. While the properties have been annexed into the City of Happy Valley, the current County zoning designation of RRFF-5 will remain on the properties until the area is included in a new City of Happy Valley Comprehensive Plan and subsequently rezoned.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. The District has a 10-inch sewer line approximately 50 feet from the westernmost corner the area to be annexed.
11. The territory to be annexed is within the Sunrise Water Authority which already serves the area from 6 and 8 inch lines.
12. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
14. The area to be annexed is within the North Clackamas County Parks & Recreation District.

**CONCLUSIONS AND REASONS FOR DECISION**

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly



applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County’s Comprehensive Plan and Happy Valley’s Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

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

In the Matter of Approving  
Boundary Change Proposal  
No. CL-17-003



ORDER NO. 2017-\_\_\_\_\_

**WHEREAS**, this matter coming before the Board of County Commissioners ("Board") at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1; and

**WHEREAS**, it further appearing that that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

**WHEREAS** it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**WHEREAS**, it further appearing that this matter came before the Board for a public hearing on July 13, 2017 and that a decision of approval was made on July 13, 2017;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 17-003 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of July 13, 2017.

ADOPTED this 13<sup>th</sup> day of July, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## EXHIBIT B

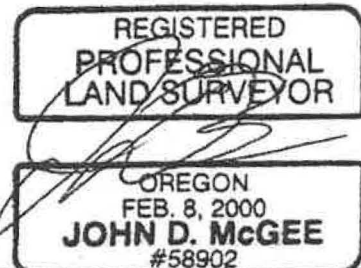
### Clackamas County Service District #1 Annexation Description

Annexation, into Clackamas County Service District #1, of a portion of the East half of Section 13, Township 2 South, Range 2 East, Willamette Meridian and the West half of Section 18, Township 2 South, Range 3 East, Willamette Meridian, located in Clackamas County, Oregon, being more particularly described as follows:

Beginning at a point at the Northeast corner of Parcel 3 described in deed Document Number 2007-012315 in the Clackamas County Deed Records, said point also being on the Southwest right-of-way line of Oregon State Highway No. 224 (30.00 feet from the centerline); thence leaving said right-of-way line, Easterly 61 feet, more or less, to the Northeast right-of-way line of Oregon State Highway No. 224 (30.00 feet from the centerline), said point also being the Northwest corner of Parcel II described in Document Number 2016-016176; thence along said right-of-way line Southeasterly 1555 feet, more or less, to the southerly southwesterly corner of Lot 19, Block 3 of the plat of "Carver"; thence continuing along said northeasterly right-of-way line, Southeasterly 1037 feet, more or less, to the Southeasterly corner of that property described in Document Number 90-44073; leaving said right-of-way line Southwesterly 61 feet, more or less, to the Northeast corner of Lot 1, Block 1 of the "First Addition to the Town of Carver"; thence Southerly, along the east line of said Lot 1, 121 feet, more or less, to the southeasterly corner of the property described in Document Number 89-46085, said point being on the northerly ordinary high water line of the Clackamas River; thence along said northerly line, Southwesterly 1,014 feet, more or less, to the to the easterly right-of-way line of Springwater Road (30.00 feet from centerline); thence Northwesterly 60 feet, more or less, to the intersection of the westerly right-of-way line of said Springwater Road (30 feet from centerline) and the northerly ordinary high water line of the Clackamas River; thence leaving said westerly right-of-way line along said northeasterly ordinary high water line, Northwesterly 979 feet, more or less, to the most westerly corner of the property described in Document Number 2015-023221; thence along the northwesterly line of said property, Northeasterly 524 feet, more or less, to the northerly corner of said property; thence along the northeasterly line of said property, Southeasterly 503 feet, more or less, to the westerly line of the property described in Document 2004-062693; thence along said westerly line, Northerly 35 feet, more or less, to the northwesterly corner of said property; thence along the northerly line of said property, Northeasterly 32 feet, more or less, to the southwesterly right-of-way line of State Highway No. 224 (30.00 feet from centerline); thence along said southwesterly right-of-way line, Northwesterly 1,505 feet, more or less, to the Point of Beginning.

EXCEPTING THEREFROM, Lot 6, 7, 8, 9, 10, and 11, Block 4, of the plat of "Carver".

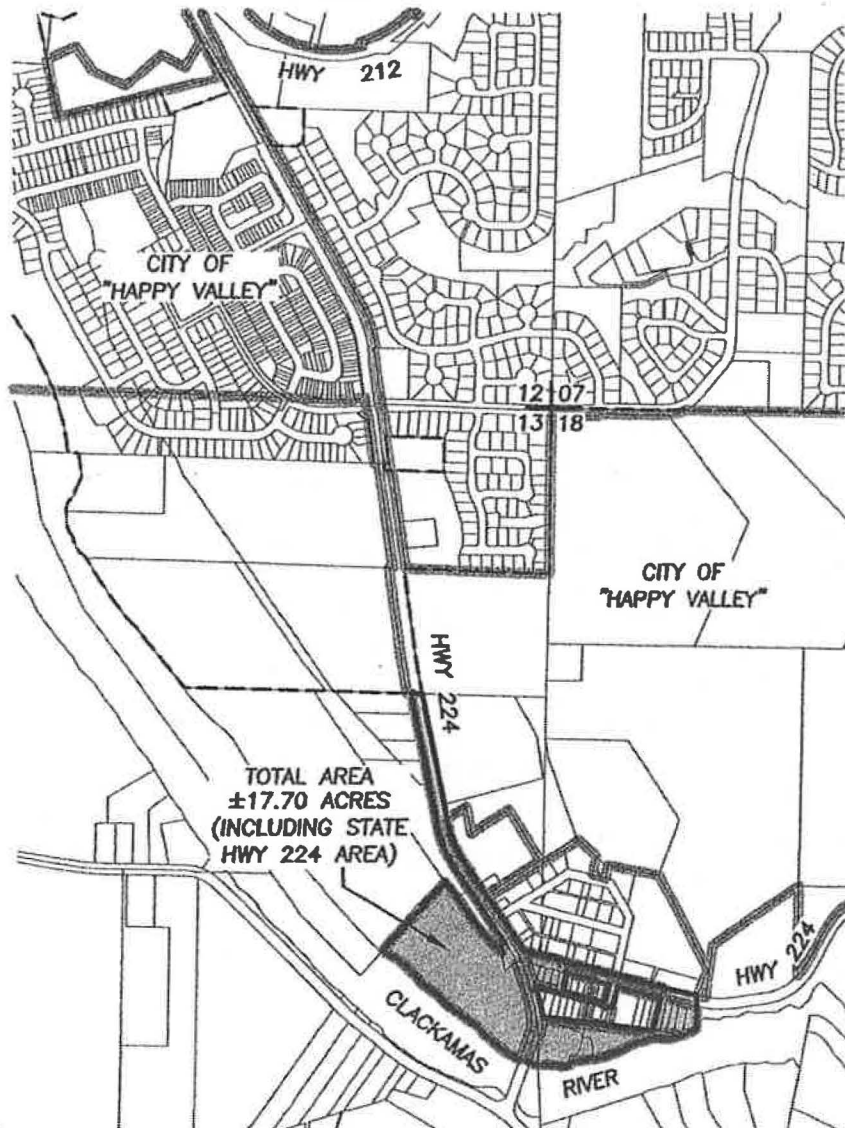
ALSO EXCEPTING THEREFROM, Lot 6, 7, 8, and 9, Block 1 and all of Block 2, of the "First Addition to the Town of Carver".



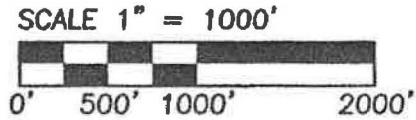
# EXHIBIT C

SHEET 1 OF 3




A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 13, T2S, R2E, W.M.  
AND THE WEST HALF OF SECTION 18, T2S, R3E, W.M., CLACKAMAS COUNTY, OREGON



TOTAL AREA  
±17.70 ACRES  
(INCLUDING STATE  
HWY 224 AREA)



## LEGEND

-  HAPPY VALLEY CITY LIMITS  
(REVISED BOUNDARY ADOPTED AT CITY COUNCIL MEETING, NOVEMBER 1, 2016)
-  CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) ANNEXATION AREA
-  EXISTING CCSD#1 BOUNDARY
- DOC. NO. DOCUMENT NUMBER PER CLACKAMAS COUNTY DEED RECORDS

## PREPARED FOR

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
CLACKAMAS COUNTY - WATER ENVIRONMENT SERVICES  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John D. McGee*  
OREGON  
FEB. 8, 2000  
**JOHN D. MCGEE**  
#58902

JDMcGee, Inc.  
Engineering & Surveying 1215 Main Street  
Land Use Planning PO Box 1472  
Wastewater Design Philomath, OR 97370  
"Solving Problems for You" (541) 928-4226  
(541) 928-4227 fax

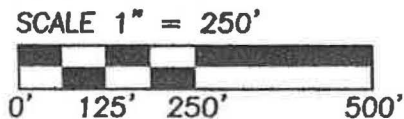
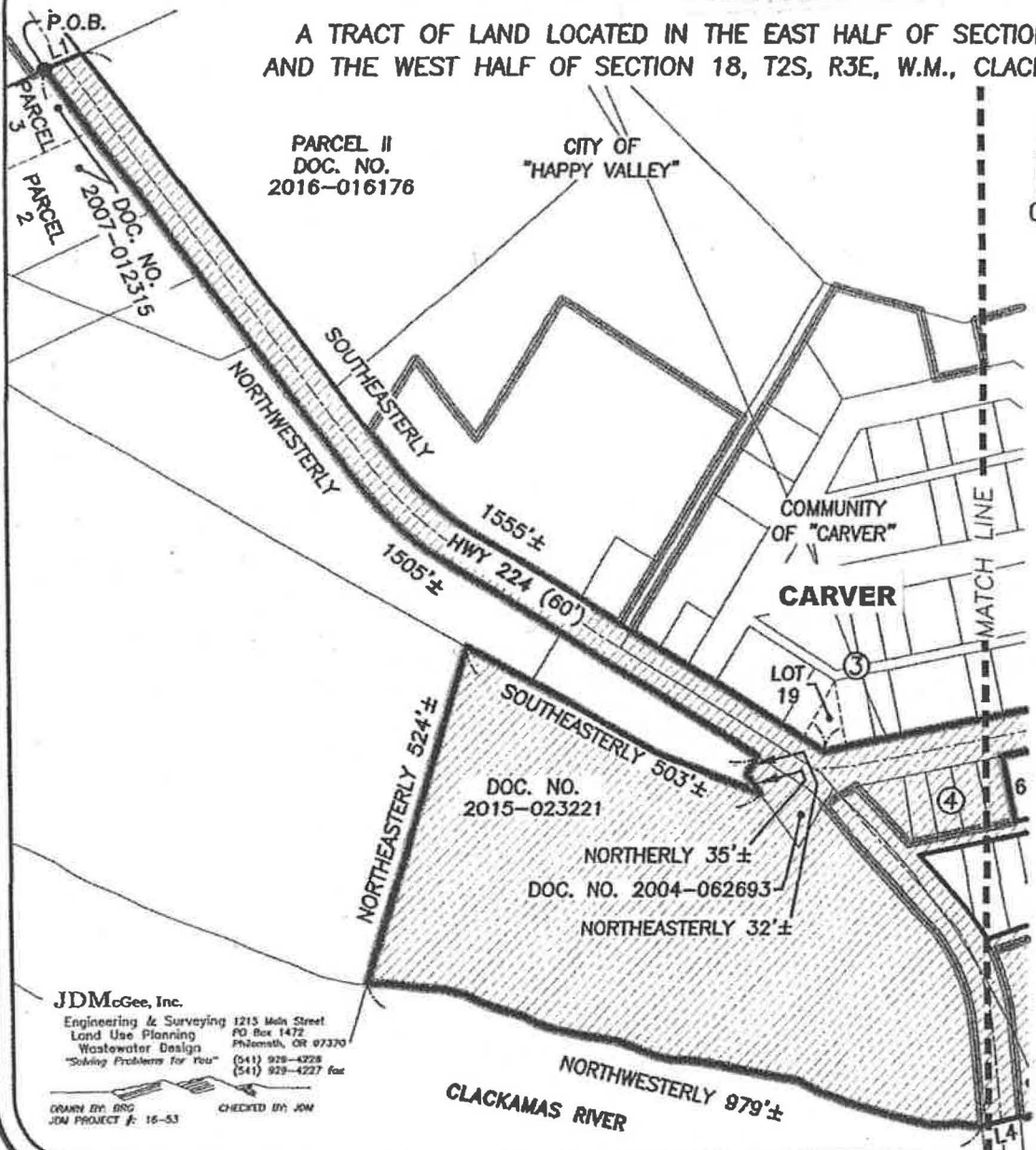
DRAWN BY: DWG  
JDM PROJECT #: 16-53  
CHECKED BY: JDM

RENEWAL DATE: 12/31/16

# EXHIBIT C 1

SHEET 2 OF 3

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 13, T2S, R2E, W.M.  
AND THE WEST HALF OF SECTION 18, T2S, R3E, W.M., CLACKAMAS COUNTY, OREGON



## LEGEND

- ① "FIRST ADDITION TO THE TOWN OF CARVER" (BLOCK 1)
- ② "FIRST ADDITION TO THE TOWN OF CARVER" (BLOCK 2)
- ③ "CARVER" (BLOCK 3)
- ④ "CARVER" (BLOCK 4)

--- ROAD CENTERLINE

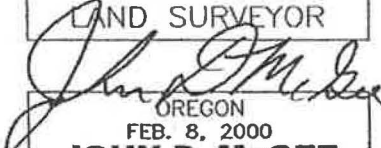
P.O.B. POINT OF BEGINNING

SEE SHEET 3 FOR LINE TABLE

## PREPARED FOR

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
CLACKAMAS COUNTY - WATER ENVIRONMENT SERVICES  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
FEB. 8, 2000  
**JOHN D. MCGEE**  
#58902

RENEWAL DATE: 12/31/16

**JDMcGee, Inc.**  
Engineering & Surveying  
Land Use Planning  
Wastewater Design  
"Solving Problems For You"

1213 Main Street  
PO Box 1472  
Phonemah, OR 97370  
(541) 928-4228  
(541) 928-4227 fax

DRAWN BY: BRG  
JDM PROJECT #: 16-53

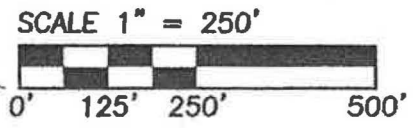
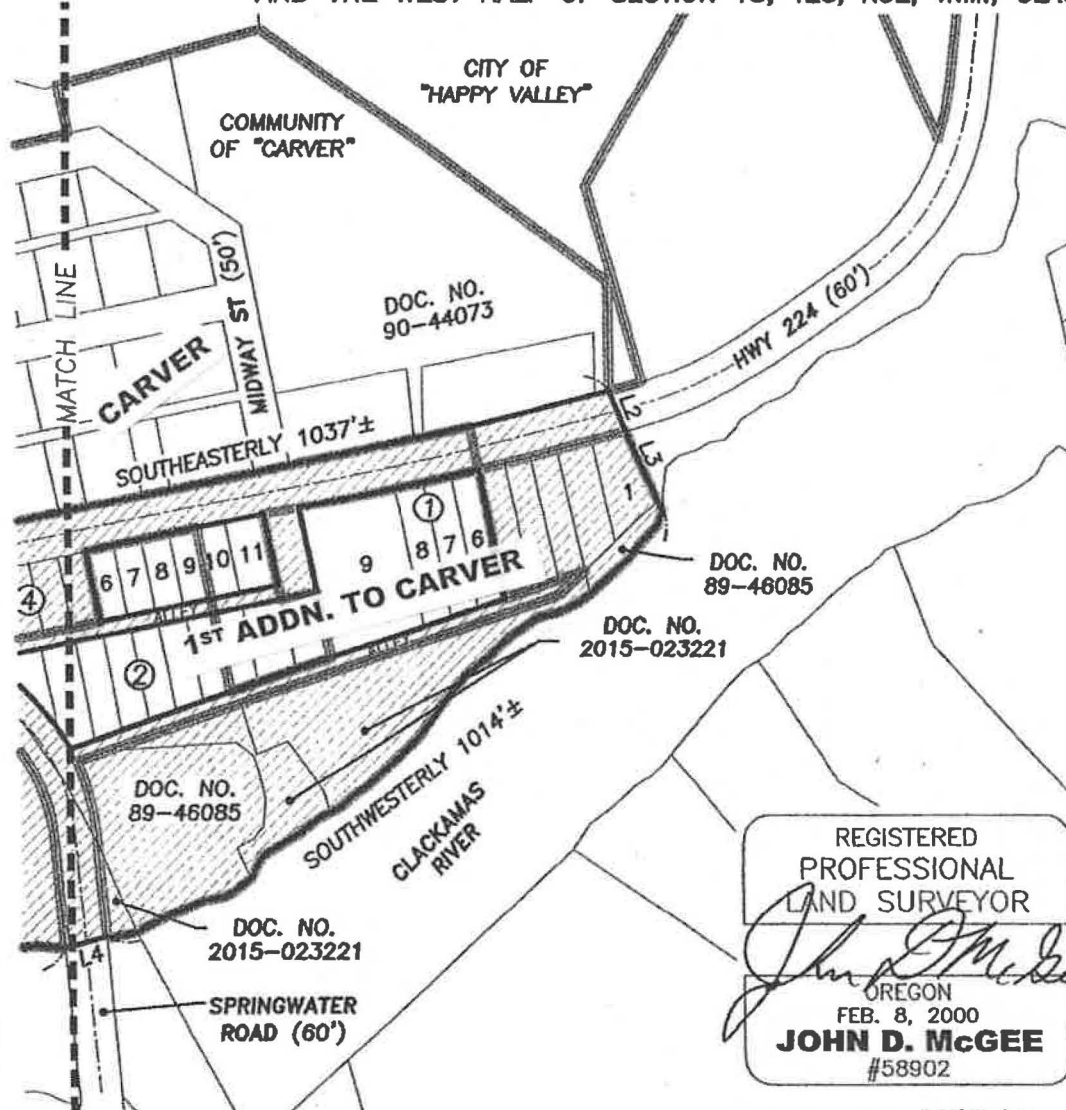
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# EXHIBIT C

SHEET 3 OF 3

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 13, T2S, R2E, W.M.  
AND THE WEST HALF OF SECTION 18, T2S, R3E, W.M., CLACKAMAS COUNTY, OREGON



### LINE TABLE

L1	EASTERLY 61'±
L2	SOUTHWESTERLY 61'±
L3	SOUTHERLY 121'±
L4	NORTHWESTERLY 60'±

### PREPARED FOR

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
CLACKAMAS COUNTY - WATER ENVIRONMENT SERVICES  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*John D. McGee*  
OREGON  
FEB. 8, 2000  
**JOHN D. MCGEE**  
#58902

JDMcGee, Inc.  
Engineering & Surveying 1215 Main Street  
Land Use Planning PO Box 1472  
Wastewater Design Prineville, OR 97370  
"Solving Problems for You" (541) 929-4228  
(541) 929-4227 fax

DRAWN BY: EVO  
JDM PROJECT #: 16-53  
CHECKED BY: JDM

RENEWAL DATE: 12/31/16



**OFFICE OF COUNTY COUNSEL**

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

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

Approval of Annexation to Clackamas River Water

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant – 503-222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a domestic water supply district and Clackamas River Water is such a district.

Proposal No. CL 17-004 is a proposed annexation to Clackamas River Water (the “District”).

State statute requires the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; and 3) Mailed notice sent to affected local governments and all property owners within 500 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority

annexation law) and ORS 198.750 (section of statute which specifies contents of petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the southern part of the District. The territory contains 3.1 acres, one single family dwelling, a population of one person and is valued at \$396,000.

**RECOMMENDATION:**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-004, annexation to Clackamas River Water.

Respectfully submitted,



Chris Storey  
Assistant County Counsel

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

In the Matter of Approving  
Boundary Change Proposal  
No. CL-17-004



ORDER NO. 2017-\_\_\_\_\_

**WHEREAS**, this matter coming before the Board of County Commissioners ("Board") at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas River Water; and

**WHEREAS**, it further appearing that that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198; and

**WHEREAS** it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report; and

**WHEREAS**, it further appearing that this matter came before the Board for a public hearing on July 13, 2017 and that a decision of approval was made on July 13, 2017; and

**WHEREAS**, it further appearing that the State Department of Revenue ("DOR") is undertaking a review of the proposed boundaries described in Exhibits B and C hereto and that the Board is desirous of addressing the appropriateness of the annexation at this time;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL-17-004 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas River Water, and further that staff is authorized to work with DOR to revise as necessary Exhibits B and C hereto to address any ministerial or minor changes to fully effectuate the foregoing without requiring further action by the Board.

ADOPTED this 13<sup>th</sup> day of July, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

## FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed 3.1 acres, one single family dwelling, a population of 1 and is valued at \$396,000.
2. The property owner desires water service to facilitate development of one additional single family dwelling. The existing dwelling is currently being served by the District extraterritorially. Following annexation the existing property will become an "inside the district" customer.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."
4. The territory is outside the jurisdictional boundary of Metro and outside the regional Urban Growth Boundary.
5. The territory is designated Rural on the Clackamas County Non-urban Area Land Use Plan Map (IV-7). The territory is zoned RRFF-5, Rural Residential Farm Forest, 5 acre minimum lot size.

The following policies from the Public Facilities and Services element of the County's plan are applicable:

### Water

\* \* \*

1. Require all public water purveyors to design the extension of water facilities at levels consistent with the land use element of the Comprehensive Plan.

\* \* \*

- 15.0 Require water service purveyors to provide water services for nonurban areas at levels which are appropriate for nonurban use.

There are no service agreements between a local government and the District which affect the territory to be annexed.

6. There is no public sewer service in this area.
7. The territory to be annexed lies within a larger area which is surrounded by the District. The District has an 8-inch water line in Waldow Road which can be extended to serve the additional lot. The property owner will extend approximately 230 feet of 8-inch line to



serve the property.

8. The area receives police service at a rural level from the Clackamas County Sheriff's Department.
9. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the water district.

### **CONCLUSION AND REASON FOR DECISION**

Based on the Findings, the Board determined:

1. ORS 198 requires the Board to consider the applicable local comprehensive plan and any service agreements affecting the area. The local comprehensive plan was considered and no conflicts with the Plan were discovered. As noted in Finding No. 5 above the Plan contains no clear restrictions on expansion of water districts in lands designated as Rural. No directly applicable service agreements were found to exist.
2. The District has a water line which can provide adequate service to the site.

EXHIBIT B  
LEGAL DESCRIPTION

Tax Lot No. 300 and 301 of Assessor's Map No. 22E33D, and its legal description provided as a tract of land in Section 34, T. 2 S., R. 2 E., of the W. M., and in Section 3, T. 3 S. R. 2 E., of the W. M., being also a portion of the L. D. C. Latourette D .L. C. No. 39 and 45, T. 2--3S., R. 2 E., of the W. M., described as follows:

Beginning at the ~northeast corner of the L. D. C. Latourette D .L. C. No. 45; thence South 00° 15' East along the east line of said claim a distance of 23.40 chains to an iron pipe and the true place of beginning of the tract to be described; thence South 88° West a distance of 4.50 chains to an iron pipe; thence South 2° 37' West along the easterly line of that certain tract conveyed to William S. Reece and Edna M. Reece, husband and wife, by deed recorded June 25, 1949, in Book 420, page 384, Deed records, Fee No. 7523, a distance of 200.25 feet; thence South 0° 15' East along said easterly line of said Reece tract a distance of 223.00 feet to an iron pipe; thence North 88° East a distance of 307.00 feet to the east line of the Latourette D. L. C.; thence North 0° 15' West along the east line of said D.L.C. a distance of 423.00 feet to the true point of beginning;

Including there with that portion of Waldow Road right of way lying easterly of the above described tract to be cut off by the easterly projection of the North and South lines of the above described tract.



EXHIBIT C

Proposal No. CL-17-004

R-7

SEE MAP 2 2E 3

PS 2446

PS 17993

NW COR DLC 48

PS. 14479



MENT

200 3.83 Ac. 17917

400 8.09 Ac. 18077

4.5 ch

301 1.55 Ac. 17991

NE COR LYMAN E. LATOURETTE D.V. 232/002

N 00° 15' W 423.00'

300 1.55 Ac. 499.97

SW COR DLC 48

18000

307 1.55 Ac. 499.97

NW COR DLC 42

62-03

420-384

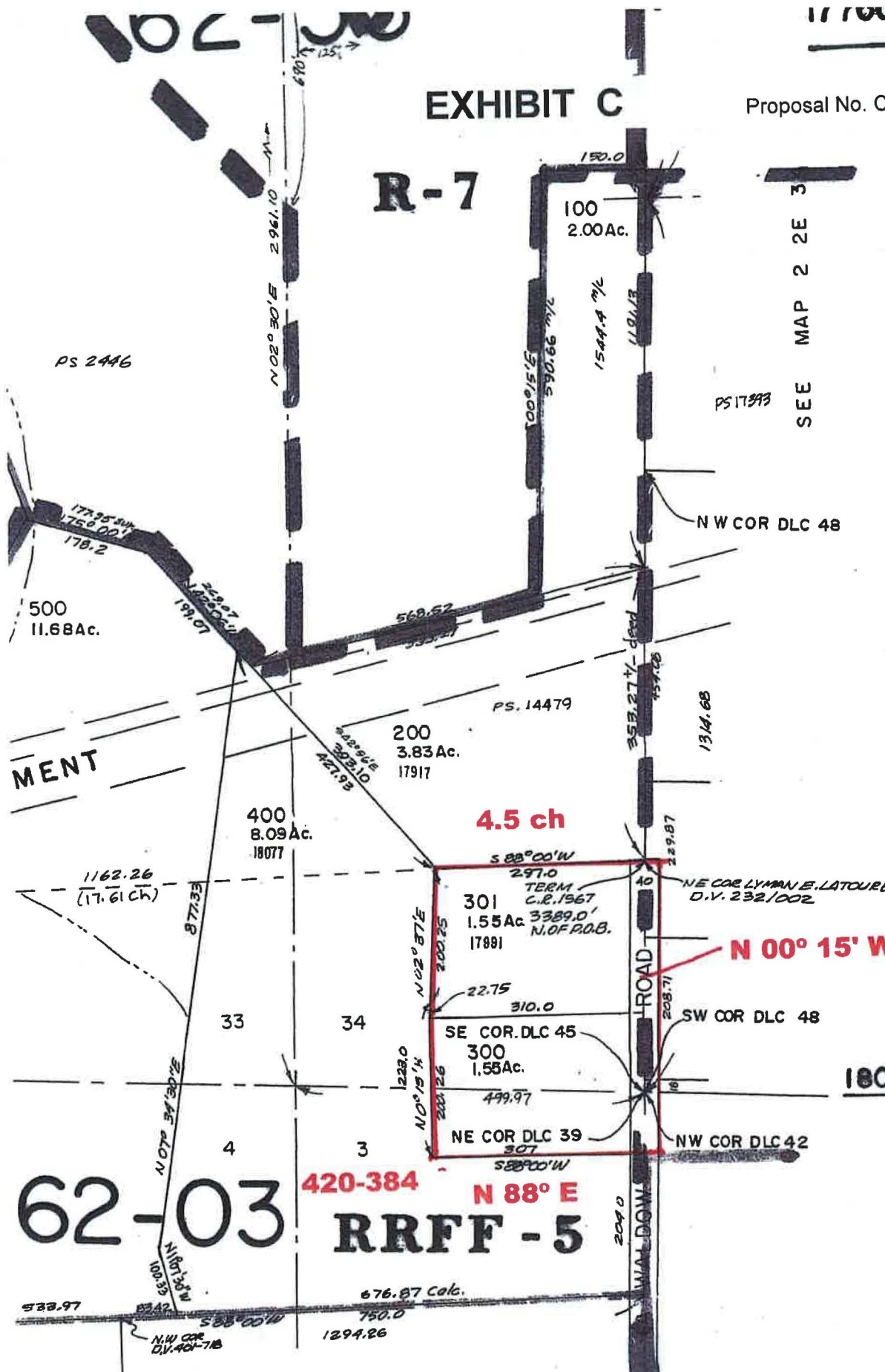
RRFF - 5

N 88° E

SE 1/4 SEC. 33 T.2S. R.2E. W.M.

2 2E 33D

BOOK 19



July 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with  
Northwest Housing Alternatives, Inc. for  
HomeBase Program Operations and Financial Assistance

<b>Purpose/Outcomes</b>	Contractor provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
<b>Dollar Amount and Fiscal Impact</b>	\$115,000
<b>Funding Source</b>	County General Funds
<b>Duration</b>	July 1, 2017 through June 30, 2018
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	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. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8332

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services requests approval of an Agency Service Agreement with Northwest Housing Alternatives, Inc. (NHA). This agreement will provide funding to NHA for *HomeBase* program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low income families and individuals to access affordable housing or remain stably housed. This agreement is effective July 1, 2017 through June 30, 2018. The fund source for this agreement is County General Funds.

**RECOMMENDATION:**

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

*Healthy Families. Strong Communities.*

## AGENCY SERVICE CONTRACT

Contract # 8332

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and **NORTHWEST HOUSING ALTERNATIVES, INC.**, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:
1. Provide **HomeBase** Program operations, staffing and financial assistance to eligible residents of Clackamas County as outlined in ***Exhibit A: Scope of Work & Performance Standards*** attached hereto.
  2. Provide financial assistance to low income families and individuals through the **Special Client Assistance Fund** to access affordable housing or remain stably housed as outlined in ***Exhibit A: Scope of Work & Performance Standards***.
- B. Services required under the terms of this agreement shall commence on **July 1, 2017** and shall terminate **June 30, 2018**.

### II. COMPENSATION AND RECORDS

- A. **Compensation**. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as described in ***Exhibit B: Reporting Requirements and Exhibit C: Budget***, attached hereto.

Total maximum compensation under this contract shall not exceed **\$115,000**.

- B. **Method of Payment**. To receive payment, AGENCY shall submit invoices and accompanying progress reports as follows:

As required in ***Exhibit B: Reporting Requirements and Exhibit C: Budget***.

**Withholding of Contract Payments**. Notwithstanding any other payment provision of this agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

- C. **Record and Fiscal Control System**. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. **Access to Records**. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.



III. MANNER OF PERFORMANCE

A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in **Exhibit D, Special Requirements**, attached hereto and incorporated herein. AGENCY must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY'S warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:

1. Termination of this contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

B. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

E. Tax Laws. AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by CONTRACTOR;
3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and

4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

#### IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

- B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. 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 Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" 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 Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to 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, 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 contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the

contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

5. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, 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 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. Coverages provided by AGENCY 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 contract, AGENCY shall furnish a Certificate of Insurance to county. No contract 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. AGENCY's coverage will be primary in the event of a loss.
  10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.
- D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- E. Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. 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.
- H. Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
  1. AGENCY shall:
    - a. make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
    - b. pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
    - c. not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
    - d. pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
  3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:
    - a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
    - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
  4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
  5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  6. Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an

exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

- J. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- K. Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- L. Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

V. TERMINATION

- A. Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
- B. Termination With Cause. COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
  - 1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
  - 2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
  - 3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
  - 4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
  - 5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five (5) sections plus the following exhibits and attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work & Performance Standards
- Exhibit B: Reporting Requirements
- Exhibit C: Budget
- Exhibit D: Special Requirements
- Attachment 1: Invoice Template: HomeBase
- Attachment 2: Invoice Template: Special Client Assistance Fund
- Attachment 3: HMIS Reports Due to COUNTY

**NORTHWEST HOUSING ALTERNATIVES, INC.**

By:   
Martha McLennan, Executive Director

6/28/17

Date

2316 SE Willard Street

Street Address

Milwaukie, Oregon 97222

City / State / Zip

(503)654-1007 /

Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services Department

Date



July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with Foothills  
Community Church/Molalla Adult Community Center to Provide  
Social Services for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center provide Older American Act (OAA) funded services for persons in the Molalla area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$139,823. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; as well as various transportation agreements with TriMet & Ride Connection, Inc. and
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds and LIHEAP - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8348; Subrecipient # 18-007

**Background**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla service area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Foothills Community Church/Molalla Adult Community Center showed an interest in providing these services for the Molalla services area, so an agency services agreement with the Foothills Community Church/Molalla Adult Community Center was negotiated. This is the second agreement under this RFP.

*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)

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-007**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging (COUNTY), and  
Foothills Community Church as manager of the Molalla Adult Community Center  
(SUBRECIPIENT), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 <a href="mailto:suea@co.clackamas.or.us">suea@co.clackamas.or.us</a>	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 <a href="mailto:stefanierei@co.clackamas.or.us">stefanierei@co.clackamas.or.us</a>

**Subrecipient Data**

Finance/Fiscal Representative: <b>Jodi Lee Hill</b>	Program Representative: <b>Cecily Rose</b>
Fiscal Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 <a href="mailto:jodihill@foothillsonline.com">jodihill@foothillsonline.com</a>	Center Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 <a href="mailto:Cecily@foothillsonline.com">Cecily@foothillsonline.com</a>
FEIN: 93-1240330	DUNS: 83-530-7836

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, unless this

Foothills Community Church; dba Molalla Adult Comm. Ctr.

Subrecipient Grant Agreement #18-007

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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$193,823**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$36,172** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,487** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of **\$66,994** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$13,300** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$18,447** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.

- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions.



SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.

- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
  
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
  
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  - ii. **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.
    - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  - iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
    - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
    - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
      - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
      - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
      - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.



- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  - v. **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.
  - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - vii. **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.
  - viii. **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.
  - ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

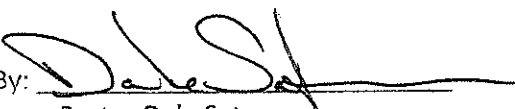
- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

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

**CLACKAMAS COUNTY**

**Foothills Community Church**


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

By:   
Pastor Dale Satrum

**Signing on Behalf of the Board:**

Dated: 6/27/17

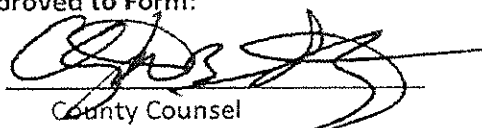
By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

**Approved as to Content:**  
By:   
Cecily Rose, Center Director

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

Dated: 6/26/17

**Approved to Form:**

By:   
County Counsel

Dated: 22 June 2017

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of  
Gladstone/Gladstone Senior Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$47,556. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services; as well as various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S# 8360; Subrecipient # 18-012

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in Gladstone. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an intergovernmental agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-012**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging (COUNTY), and  
City of Gladstone by and for its Gladstone Senior Center (SUBRECIPIENT), an Oregon  
Municipality.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierai@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: Carolyn Gray	Program Representative: <i>Colin Black</i>
Carolyn Gray, Accounting Manager 525 Portland Ave Gladstone, OR 97027 (503) 479-6860 gray@ci.gladstone.or.us	Gladstone Senior Center 1050 Portland Ave Gladstone, OR 97027 (503) 655-7701 cblack@ci.gladstone.or.us
FEIN: 93-6002170	DUNS: 087464350

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may  
City of Gladstone/Gladstone Senior Center  
Subrecipient Grant Agreement #18-012  
Page 1 of 52



be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$47,556**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$17,776** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,244** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of **\$14,669** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$9,867** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least **forty-five (45)** calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation

amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.

- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.
- o. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the

original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be

disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and

employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

ii. **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.

- (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

- (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
  - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and

- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- v. **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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **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.
- viii. **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.
- ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

*SIGNATURE PAGE FOLLOWS*

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

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


**CLACKAMAS COUNTY**

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Signing on Behalf of the Board:

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

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

Approved to Form:

By:   
County Counsel

Dated: 26 June 2017

**City of Gladstone – Gladstone Senior Center**

By:   
Jacquie Betz, Interim City Administrator

Dated: June 28, 2017

Approved as to Content:

By:   
Colin Black, Center Manager

Dated: June 28, 2017

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with Legal Aid  
Services of Oregon to Provide Housing Rights and Referral and Legal  
Assistance for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$83,949. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging and the County agreement with HUD.
<b>Funding Source</b>	The Community Development Block Grant & Older American Act - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8365; Subrecipient #18-005

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement #18-005 with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services funded by Older American Act (OAA) funded services for persons living in the County. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act legal services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than LASO showed an interest in providing legal assistance services throughout the County, so an agreement with LASO was negotiated. This is the second agreement for OAA Legal Assistance Services under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing and Human Services



**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-005**

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Human Services, Social Services Division (COUNTY) and Legal Aid Services of Oregon (SUBRECIPIENT), an Oregon Nonprofit Organization.

<b>Clackamas County Data</b>	
Grant Accountant: Sue Aronson	Program Manager: Erika Silver (CDBG Funds)/ Stefanie Danielson (OAA Funds)
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County Social Services 2051 Kaen Road Oregon City, OR 97045 503-650-5725 ESilver@clackamas.us stefanierei@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <i>Phil Martin</i>	Program Representatives:
Phil Martin  520 SW Sixth Ave., Ste. 700 Portland, OR 97204 503-224-4086 phil.martin@lasoregon.org	CDBG Funds -Julia Olsen; OAA Funds – Brett Cattani 520 SW Sixth Ave., Ste. 700 Portland, OR 97204 503-224-1086 julia.olsen@lasoregon.org
DUNS: 802745208	Brett.Cattani@lasoregon.org

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay **\$83,949**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in below.)
  - a. **Grant Funds.** The COUNTY's funding for this Agreement is the **Community Development Block Grant for Entitlement Communities (\$62,316; CFDA#14.218)** issued to the COUNTY by the U.S. Department of Housing and Urban Development (HUD); and The COUNTY's funding for grant funds in this Agreement is the **Older Americans Act (\$18,633, CFDA 93.044; \$3,000, CFDA 93.052)** issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 4 – OAA Reporting Requirements, Section 2.c Matching Funds.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in paragraph 4.a. above. The SUBRECIPIENT may not transfer grant funds between services. At no time may budget modifications change the scope of the original grant application or agreement.

- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.
- o. **Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT

certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- p. **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold

SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.  
  
County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

## **12. Federal and State Procurement Standards**



- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **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.
- ii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, 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.
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- v. **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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **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.
- viii. **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.

- ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1: CDBG Scope of Work & Performance Standards
- Exhibit 2: CDBG Reporting Requirements
- Exhibit 3: OAA Scope of Work & Performance Standards
- Exhibit 4: OAA Reporting Requirements
- Exhibit 5: Required Federal Terms and Conditions
- Exhibit 6: Subrecipient Standard Terms and Conditions
- Exhibit 7: Lobbying and Litigation Certificate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

**CLACKAMAS COUNTY**

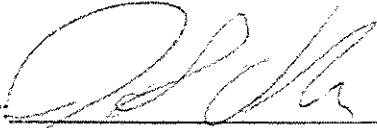
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services Dept.

\_\_\_\_\_  
Date

**Legal Aid Services Of Oregon**

By:   
\_\_\_\_\_  
Julia Olsen, Regional Director

6/26/17  
\_\_\_\_\_  
Date

Approved as to Form:

By:   
\_\_\_\_\_  
County Counsel

Dated: 26 June 2017

July 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Service Agreement with Northwest Housing Alternatives, Inc. for Temporary Emergency Housing, Homelessness Prevention and Rapid Re-Housing

<b>Purpose/Outcomes</b>	Contractor provides temporary emergency housing, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.
<b>Dollar Amount and Fiscal Impact</b>	\$76,496
<b>Funding Source</b>	State of Oregon Housing and Community Services, Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) funds.
<b>Duration</b>	July 1, 2017 through June 30, 2018
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. This 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. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director (503) 655-8641
<b>Contract No.</b>	8340

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Agency Service Agreement with Northwest Housing Alternatives, Inc. (NHA). This agreement provides funding to NHA for temporary emergency housing, homelessness prevention, and rapid re-housing services to families and individuals who are homeless or at risk of being homeless.

This agreement is effective July 1, 2017 through June 30, 2018. The funding source for this agreement is Emergency Housing Assistance (EHA) and State Homeless Assistance Program (SHAP) funds from the State of Oregon Housing and Community Services. There are no County General Funds required.

**RECOMMENDATION:**

Staff recommends the approval of this agreement, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

*Healthy Families. Strong Communities.*

## AGENCY SERVICE CONTRACT

Contract # 8340

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and **NORTHWEST HOUSING ALTERNATIVES, INC.**, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:
1. Provide Homelessness Prevention, System Diversion, and Rapid Re-Housing services as outlined in ***Exhibit A: Scope of Work and Performance Standards: Homelessness Prevention, Rapid Re-Housing and System Diversion*** attached hereto and incorporated herein.
  2. Operate a shelter for the purpose of providing temporary emergency housing to homeless families at a shelter known as Annie Ross House located at 2316 SE Willard in Milwaukie, Oregon as outlined in ***Exhibit C: Scope of Work and Performance Standards: Emergency Shelter Services*** attached hereto and incorporated herein.
- B. Services required under the terms of this agreement shall commence on **July 1, 2017** of this agreement and shall terminate **June 30, 2018**.

### II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$53,931 as described in ***Exhibit B: Payment Procedures and Reporting Requirements: Homelessness Prevention, Rapid Re-Housing, and System Diversion***.
  - b. For temporary emergency shelter: **\$36.00** per person in residence per night, up to a maximum compensation of **\$22,565** for **626** bednights ***Exhibit D: Payment Procedures and Reporting Requirements: Emergency Shelter Services*** attached hereto.

Total maximum compensation under this contract shall not exceed **\$76,496**.

- B. Method of Payment. To receive payment, AGENCY shall submit invoices and accompanying progress reports as follows:

As required in ***Exhibit B: Payment Procedures and Reporting Requirements: Homelessness Prevention, Rapid Re-Housing, and System Diversion*** and ***Exhibit D: Payment Procedures and Reporting Requirements: Emergency Shelter Services, and Exhibit E: Budget***.

Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports,

performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, then AGENCY shall repay the amount of the excess to COUNTY.

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in **Exhibit F: Special Requirements**, attached hereto and incorporated herein. AGENCY must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this contract. Further, any violation of AGENCY'S warranty, in this contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
  - 1. Termination of this contract, in whole or in part;
  - 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
  - 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'S breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

- B. Precedence. When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.
- C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

- D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.
- E. Tax Laws. AGENCY represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
  3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
  4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

#### IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents and employees, in performance of this contract.

If AGENCY is a public body, AGENCY's liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

B. Insurance.

1. Commercial General Liability Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. 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 Insurance

Required by COUNTY       Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" 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 Insurance

Required by COUNTY       Not required by COUNTY

AGENCY agrees to 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, 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 contract. COUNTY, at its option, may require a complete copy of the above policy.

4. Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the AGENCY's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.
5. Additional Insured Provision. The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, 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 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. Coverages provided by AGENCY 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 contract, AGENCY shall furnish a Certificate of Insurance to county. No contract 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. AGENCY's coverage will be primary in the event of a loss.
10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a

federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

- D. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- E. Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. 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.
- H. Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
  - 1. AGENCY shall:
    - a. make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
    - b. pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
    - c. not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
    - d. pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
  - 3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a. for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
  - b. for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
  5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  6. **Workers' Compensation.** All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- J. **Ownership of Work Product.** All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
  - K. **Integration.** This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
  - L. **Successors in Interest.** The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.
- V. **TERMINATION**
- A. **Termination Without Cause.** This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
  - B. **Termination With Cause.** COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
    1. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
    2. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

**Northwest Housing Alternatives, Inc.**

Agency Service Contract # 8340

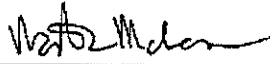
Page 7 of 20

3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work and Performance Standards: Homelessness Prevention, Rapid Re-Housing, and System Diversion
- Exhibit B: Reporting Requirements: Homelessness Prevention, Rapid Re-Housing and System Diversion
- Exhibit C: Scope of Work and Performance Standards: Emergency Shelter Services
- Exhibit D: Reporting Requirements: Emergency Shelter Services
- Exhibit E: Budget
- Exhibit F: Special Requirements
- Attachment 1: Invoice Template Homelessness Prevention Rapid Re-Housing, and System Diversion
- Attachment 2: Invoice Template Emergency Shelter Services

**AGENCY**

By:   
\_\_\_\_\_  
Martha McLennan, Executive Director

\_\_\_\_\_  
Date  
2316 SE Willard Street  
\_\_\_\_\_  
Street Address  
Milwaukie, Oregon 97222  
\_\_\_\_\_  
City / State / Zip  
(503)655-8600 /  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with Senior  
Citizen Council of Clackamas County to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Senior Citizen Council of Clackamas County, Inc. to provide Older American Act (OAA) funded services for persons throughout Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$148,661. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act and County General Funds.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	none
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, 503-655-8641
<b>Contract No.</b>	H3S #8366; Subrecipient # 18-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Subrecipient Agreement with the Senior Citizen Council of Clackamas County to provide Older American Act (OAA) funded services for persons living in Clackamas County. The services provided include Guardianship/Conservatorship, Guardianship Diversion and Case Management. These services assist older and disabled county residents in meeting their individual needs. The Guardianship/Conservatorship service helps those unable, in a variety of home settings, to handle their business affairs.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Senior Citizen Council of Clackamas County showed an interest in providing these services for the County, so an agency services agreement with Senior Citizen Council of Clackamas County was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-004**

This Agreement is between Clackamas County, Oregon, acting by and through its  
**Health Housing & Human Services Department,**  
**Social Services Division – Area Agency on Aging (COUNTY)**, and  
Senior Citizens Council of Clackamas County, Inc., an Oregon Nonprofit Organization  
(SUBRECIPIENT).

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Christina Bird</b>	Program Representative: <b>Same</b>
Executive Director P.O. Box 1777 Oregon City, OR 97045 503-657-1366 christi@seniorcitizenscouncil.com	Same
FEIN: 93-0693668	DUNS: 14-538-3139

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$148,661**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$48,696** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.044) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
  - b. **Other Funds.** The COUNTY's funding of **\$99,965** for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or



other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may

budget modifications change the scope of the original agreement application or Agreement.

- h. Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. 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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.

- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS

443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
  
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - ii. **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.
  - iii. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, 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.

- iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - v. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  - vi. **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.
  - vii. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - viii. **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.
  - ix. **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.
  - x. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

*SIGNATURE PAGE FOLLOWS*

**SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT**

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 Subrecipient Information

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

**CLACKAMAS COUNTY**

**Senior Citizens Council of Clackamas County, Inc.**

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

By: Christina Bird  
Christina Bird, Executive Director

Dated: 6/27/2017

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

Rich Swift, Director  
Health, Housing and Human Services

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

Approved to Form:

By: [Signature]  
County Counsel

Dated: 22 June 2017

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Oregon  
City/Pioneer Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the cities of Oregon City and West Linn.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$117,123. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8361; Subrecipient #18-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Oregon City/Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in the Pioneer Community Center service area which includes the City of West Linn. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Oregon City/Pioneer Community Center showed an interest in providing these services in the Oregon City/West Linn area, so an intergovernmental subrecipient agreement with the City of Oregon City/Pioneer Community Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-009**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging (COUNTY), and  
City of Oregon City by and for its  
Pioneer Community Center (SUBRECIPIENT), a Municipal Corporation.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 <a href="mailto:suea@co.clackamas.or.us">suea@co.clackamas.or.us</a>	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 <a href="mailto:stefanierei@co.clackamas.or.us">stefanierei@co.clackamas.or.us</a>

**Subrecipient Data**

Finance/Fiscal Representative: <b>Mireya McIlveen</b>	Program Representative: <b>Kathy Wiseman</b>
Mireya McIlveen, Deputy Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 <a href="mailto:mmcilveen@orc.org">mmcilveen@orc.org</a>	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 <a href="mailto:Kwiseman@orc.org">Kwiseman@orc.org</a>
FEIN: 93-6002230	DUNS: 00-246-1366

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
  
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$117,123**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$48,769** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,730** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  
  - b. **Other Funds.** The COUNTY's funding of **\$39,401** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$18,684** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$540** for Low Income Home Energy Assistance application

assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All agreement revenues not fully earned and expended in compliance with the requirements and

objectives at the end of the period of performance must be returned to the County within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed



Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- l. 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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.
- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to

perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY'S right, but not

obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### **10. Compliance with Applicable Laws**

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.  
  
County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter

411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.

- g. Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. Confidentiality of Client Information.**

  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
    - (a) **Required for State of Oregon for non-medical rides for Medicaid clients –** Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and

Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

ii. **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.

(a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

(a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  - v. **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.
  - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - vii. **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.
  - viii. **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.
  - ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth



herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information


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

**CLACKAMAS COUNTY**

**City of Oregon City - Pioneer Community Center**

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

**Signing on Behalf of the Board:**

By:   
Anthony Konkol, City Manager  
Dated: 6-27-17

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services


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

**Approved as to Content:**

By:   
Kathy Wiseman, Center Manager

Dated: 6/27/17

**Approved to Form:**

By:   
County Counsel

Dated: 22 June 2017

July 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154752 with The State of Oregon,  
Department of Human Services, Aging and People with Disabilities Division for the  
Provision of Services to Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	To provide State and Federally funded No Wrong Door services for residents of Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$310,245. Funded by State General Fund and Federal Medicaid funds.
<b>Funding Source</b>	Funded by State General Fund and Federal Medicaid funds.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	none
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8387

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Agreement #154752 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, State Unit on Aging. This agreement provides funding for the Social Services Division Aging & Disabilities Resource Center (ADRC) Unit to administer the “No Wrong Door” approach to providing access to public and private long term care services and support, including Person Centered Options Counseling. This service model links residents to resources and support to assist them in making informed Long Term Care decisions. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated ADRC for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. This agreement reflects the funding allocation for July 1, 2017 through June 30, 2019 of the 2017-2019 biennial agreement period and was delayed by due to State and Federal budget processes. The agreement was reviewed and approved by County Council on June 29, 2017. It is retroactive to July 1, 2017

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**Agreement Number 154752**



**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

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

**Clackamas County Social Service Division (CCSS)  
PO Box 2950/2051 Kaen Road  
Oregon City, OR 97045  
Contact: Brenda Durbin  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "County" or "AAA."

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

**Aging and People with Disabilities  
State Unit on Aging  
500 Summer Street N.E.  
Salem, OR 97301  
Agreement Administrator: Sarah D Odell or delegate  
Telephone: 503-945-6029  
Facsimile: 503-373-1133  
E-mail address: [Tatia.A.Halleman@state.or.us](mailto:Tatia.A.Halleman@state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or July 1, 2017 whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on June 30, 2019. Contract termination shall not extinguish or prejudice DHS' right to enforce this Contract with respect to any default by Contractor that has not been cured.

**2. Agreement Documents.**

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

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

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

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

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

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$310,245.00. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

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

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient     County is a vendor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778

**5. County Data and Certification.**

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

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

County Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Rd

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

Email address: stefanierei@co.clackamas.or.us

Telephone: (503 ) 655-8330 Facsimile: (503 ) 655-8889

**Proof of Insurance:**

Workers' Compensation Insurance Company: Self-insured pool

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

- b. Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification , is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not 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>;

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (5) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding.

- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

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



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

**6. Signatures.**

**Clackamas County Social Service Division**

**By:**

**Director, H3S**

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Authorized Signature	Title	Date
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**State of Oregon, acting by and through its Department of Human Services**

**By:**

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Authorized Signature	Title	Date
----------------------	-------	------

**Approved for Legal Sufficiency:**

**Via email by Jeffrey J. Wahl**

**June 28, 2017**

**Assistant Attorney General**

**Date**

**DHS, Seniors & People with Disabilities, State Unit on Aging**

**Reviewed and approved for release by Sarah D Odell on June 27, 2017**

Approved as to form

By: Kathleen J. Rastetter Date: 6/29/17

Name: Kathleen J. Rastetter

*Senior County Counsel*

## EXHIBIT A

### Part 1 Statement of Work

#### ADRC – No Wrong Door

#### 1. Background:

AAA's staff provide 'No Wrong Door' access to public and private long term services and supports, including Person Centered Options Counseling (PCOC). PCOC is a core Aging and Disability Resource Connection (ADRC) service and is defined as a service that supports informed long-term care decision making through assistance provided to individuals and families to help them understand their strengths, needs, preferences, and unique situations. This knowledge is translated into support strategies, plans, and tactics based on the availability of community resources.

In recognition of the instrumental role AAAs play in delivering quality PCOC services, Oregon has allocated \$3.6 million dollars (\$1.8 GF, \$1.8 FF) in the 2017-19 biennium to support and enhance the capacity of existing AAAs to effectively serve all populations needing access to Long Term Service and Supports (LTSS), and their caregivers and/or advocates.

Local partners, may include, although not be limited to the Center for Independent Living, Aging and People with Disabilities, Community Developmental Disabilities Program(s), Veterans Services, Mental Health Services, and Area Agencies on Aging.

This Agreement is to fund a direct service position to support the ADRC– No Wrong Door that provides allowable services as described in the Program Requirements Section.

#### 2. Definitions:

- (a) AAA – Area Agency on Aging
- (b) IR&A Services – Information and Referral Assistance Services
- (c) LTSS – Long Term Services and Supports
- (d) NWD – No Wrong Door
- (e) OMAC – Oregon Medicaid Administration Claiming
- (f) RDSS - Random Day Survey System
- (g) RTZ – Software System

#### 3. Program Requirements for Agency Participation:

##### a. System Requirements:

- (1) RTZ
  - (a) County must document ADRC No Wrong Door OMAC activity in RTZ.
  - (b) County must ensure that staff is trained and competent using RTZ.

July 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154433 with The State of Oregon,  
Department of Human Services, Aging and People with Disabilities Division for the  
Provision of Services to Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services, as well as Special Project Allocation (SPA) funded evidence-based health promotion services for persons age 60 and over in Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$5,334,154. Funded by Federal OAA Funds and State General Funds designated for the OPI and SPA Programs.
<b>Funding Source</b>	Federal Older American Act & State General Fund - County General Funds used to meet match requirements for internal programs.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8385

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Agreement #154433 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, State Unit on Aging. This agreement provides funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services as well as Special Project Allocation (SPA) funds for evidence-based health promotion services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. This agreement reflects the Older American Act (OAA), Special Project Allocation (SPA) and Oregon Project Independence (OPI) funding for July 1, 2017 through June 30, 2019 of the 2017-2019 biennial agreement period and was delayed by due to State and Federal budget processes. The agreement was reviewed and approved by County Council on June 29, 2017. It is retroactive to July 1, 2017

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services



**Grant Agreement Number 154433**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

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

**Clackamas County Social Services Division (CCSS)  
District 2, Type A  
Serving: Clackamas County  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: [brendadur@co.clackamas.or.us](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as "Recipient" or "AAA" or "County".

The Program to be supported under this Agreement relates principally to the DHS'

**Department of Human Services  
Aging and People with Disabilities  
State Unit on Aging  
500 Summer Street NE  
Salem, Oregon 97301  
Agreement Administrator: Sarah D. Odell or delegate  
Telephone: 503-945-6029  
Facsimile: 503-373-1133  
E-mail address: [Tatia.A.Halleman@state.or.us](mailto:Tatia.A.Halleman@state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2019. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: Program Description for OAA and OPI Services
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A, C, and E.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is \$5,331,154.00. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Recipient is a sub-recipient     Recipient is a vendor     Not applicable

*Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: See Exhibit E for information regarding separate awards of federal funding under this agreement to include CFDA numbers.*

**5. Recipient Data and Certification.**

**a. Recipient Information.** Recipient shall provide the information set forth below.

**Please print or type the following information**

**Recipient Name (exactly as filed with the IRS):** Clackamas, County of

**Street address:** 2051 Kaen Rd

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

**Email address:** stefanierai@co.clackamas.or.us

**Telephone:** ( 503 ) 655-8330 **Facsimile:** ( 503 ) 655-8889

**Recipient Proof of Insurance:**

**Workers' Compensation Insurance Company:** self -nsured pool

**Policy #:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by DHS or DHS designee.

**b. Certification.** The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient 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. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (4) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5) Recipient is not subject to backup withholding because:
    - (a) Recipient is exempt from backup withholding;
    - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c.** Recipient is required to provide its Federal Employer Identification Number (FEIN) to DHS. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN within 10 days.



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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County Social Services Division (CCSS)**

**By:**

_____	<b>Richard Swift</b>
Authorized Signature	Printed Name
<b>Director, H3S</b>	_____
Title	Date

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

**By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

<u>Via email by Steven Marlowe</u>	<u>June 28, 2017</u>
Assistant Attorney General	Date

**DHS, Seniors & People with Disabilities, State Unit on Aging  
Reviewed and approved for release by Sarah D Odell on June 6, 2017**

Approved as to form:  
By: Kathleen J. Rastetter Date: 6/29/17  
Name: Kathleen J. Rastetter  
Title: Assistant County Counsel

## EXHIBIT A

### Part 1 Program Description for

#### Older Americans Act and Oregon Project Independence Services

1. **Services to be Provided.** Area Agency on Aging (AAA) agrees to provide services consistent with the purposes, conditions, and restrictions of:
  - a. ORS 410.210 through 410.250 under which AAA receives funding as applicable to Type A AAAs and ORS 410.270 through 410.300 applicable to Type B agencies and,
  - b. Title III and Title VII of the Older Americans Act of 1965, Pub. L. 89-73, 79 Stat. 218, July 14, 1965, as amended (“Older Americans Act”) and 45 CFR Part 1321 (Older Americans Act and 45 CFR Part 1321 collectively “OAA”),
  - c. Oregon Project Independence (“OPI”) program as set out in OAR Chapter 411, Division 032. Adult consumers with physical disabilities and presently receiving services from an AAA participating in the OPI Expansion pilot shall continue to receive services.
  - d. Legislatively Special Purpose Allocation funding as appropriated to support programs to serve individuals with long-term services and supports regardless of eligibility for entitlement programs.
2. **Area Plan.** AAA shall submit for approval to DHS, as instructed, a comprehensive and coordinated four-year service delivery plan (hereafter referred to as the “Area Plan”). The Area Plan will be developed in accordance with Section 306 of the Older Americans Act and OAR 411-032-0005. AAA shall annually submit upon direction of DHS an electronically updated Area Plan. The DHS approved Area Plan will be held on file with the DHS State Unit on Aging (“SUA”). Request for the Area Plan and subsequent updates will be announced through established DHS Action Request procedure. No funds will be authorized for use by AAA without submission and approval of the Area Plan.
3. **Program Reporting Requirements.** AAA shall collect and report National Aging Program Information System (“NAPIS”) data as directed by DHS for all OAA and OPI services provided, using DHS provided software or a DHS approved alternative collection and reporting method. AAA shall at a minimum reconcile reported service data to reported expenditures by end of business day on September 30th of each year. Request for said data will be announced using DHS Action Request procedure.
4. **Program Monitoring.** DHS will conduct periodic monitoring and evaluation of performance management system for program activities and administrative practices conducted in accordance with Section 307(a)(4) of the Older Americans Act and OAR 411-032-0015 and Oregon Project Independence OAR-411-032 and ORS 410.210 through 410.310.
  - a. AAA agrees to participate with DHS to develop a performance management framework to include objectives and metrics based on adherence to program

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with Hoodland  
Senior Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Hoodland Senior Center provide Older American Act (OAA) funded services for persons in the villages of Mt. Hood area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$74,491. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; as well as various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through STF funds and LIHEAP - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8364; Subrecipient # 18-008

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons living in the villages of Mt. Hood service area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Hoodland Senior Center showed an interest in providing these services for the villages of Mt. Hood services area, so an agency services agreement with the Hoodland Senior Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-008**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging (COUNTY), and  
Hoodland Senior Center (SUBRECIPIENT), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: Sue Aronson

Project Manager: Stefanie Reid-Danielson

Clackamas County – Finance

Clackamas County – Social Services Division

2051 Kaen Road

2051 Kaen Road

Oregon City, OR 97045

Oregon City, OR 97045

503-742-5421

503-655-8330

suea@co.clackamas.or.us

stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: *Ella Vogel*

Program Representative: *Same*

Ella Vogel, Center Manager

Same

P.O. Box 508, 65000 E. Hwy 26

Welches, OR 970067

503-622-3331

hoodlandseniors@frontier.com

FEIN: 93-6002250

DUNS: 92-891-8077

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2017 and not later than June 30, 2018, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$74,491**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$25,475** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,243** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of **\$42,273** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,500** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and **\$325** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.

- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Specific Conditions.** The COUNTY requests that SUBRECIPIENT provide, on a quarterly basis, year-to-date profit and loss statements for the organization as a whole for the duration of this agreement.
- n. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an



active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.

- o. Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.
- p. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are

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

- s. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.
- t. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- u. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to

independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
  
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.  

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
  
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
  
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
  
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

**i. Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract

- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
    - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  - ii. **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.
    - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  - iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
    - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but

only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

**(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:**

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- iv. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
  
- v. 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.
  
- vi. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  
- vii. 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.
  
- viii. 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.
  
- ix. 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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.
- 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. When a



requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

*SIGNATURE PAGE FOLLOWS*

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

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

**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

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

**Hoodland Senior Center**

By:   
Judith Norval, Chair – Board of Directors

Dated: 6-29-17

Approved as to Content:

By:   
/Ella Vogel, Center Manager

Dated: 6-29-17

Approved to Form:

By:   
County Counsel

Dated: 22 June 2017

July 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy, Oregon, for  
Operations for the Mt Hood Express Bus Service

<b>Purpose/Outcomes</b>	Intergovernmental Agreement with City of Sandy, Oregon, for operational support for the Mt Hood Express bus service.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$62,200 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express and for facility rental for the bus service
<b>Funding Source</b>	Local funds
<b>Duration</b>	Effective July 1, 2017 and ending on June 30, 2018
<b>Previous Board Action</b>	Study session on 6/13/17
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by providing public transit services in rural communities
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S-8386

**BACKGROUND:**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities. This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express as well as facility rental for the bus service.

The agreement is effective July 1, 2017 and continues until June 30, 2018. The maximum amount of the agreement is \$62,200. The agreement was approved by County Counsel on June 12, 2017.

**RECOMMENDATION:**

We recommend the approval of this Agreement and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF SANDY, OREGON**

1. Purpose. This agreement is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative working relationship for the purpose of providing operational support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.
  
2. Scope of Work and Cooperation.
  - 2.1. CITY agrees to provide the following support functions for the Mt Hood Express:
    - 2.1.1. Compile data required for completion of fiscal and grant reports, including tracking performance measures.
    - 2.1.2. Conduct semiannual rider surveys as required by grants and compile results for analysis.
    - 2.1.3. Conduct research and analysis associated with policy and program development.
    - 2.1.4. Work with COUNTY for operational issues requiring county input.
    - 2.1.5. Assist with completion of grant applications and other activities designed to promote long term stable funding.
    - 2.1.6. Work with Hoodland area businesses to promote ridership and to effectively communicate service needs and upcoming changes.
    - 2.1.7. Assist with planning and coordination of events.
    - 2.1.8. Provide staff support to the Mt Hood Transportation Alliance, including taking minutes and following up on action items.
    - 2.1.9. Update the MHX website and respond to information requests.
    - 2.1.10. Interact with public at the Sandy Park and Ride location.
    - 2.1.11. General office and clerical duties as needed.
    - 2.1.12. Participate in required training programs and staff meetings.
    - 2.1.13. Provide space for office staff, program materials and parking of buses.
    - 2.1.14. Other tasks and projects as needed.
  
  - 2.2. COUNTY agrees to provide the following:
    - 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, including applying for funding and contracting with state, federal and local funding sources as needed to provide ongoing operational funding. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder.
    - 2.2.2. Complete and submit required reports to funders in a timely manner.
    - 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.

2.2.4. Provide administrative and operational support as needed.

3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services identified in Section 2 as described in *Exhibit 3: Budget* attached to this agreement. Total maximum compensation under this contract shall not exceed **\$62,200**. Out of this total, \$55,000 per year for staff support and \$7,200 per year for office space and bus parking.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit 2: Reporting Requirements*.
- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CITY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CITY.
- 3.4. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of COUNTY that are directly pertinent to this agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit 4, attached and incorporated into this agreement.
- 4.2. Precedence. When a requirement is listed both in the agreement and in an exhibit to it, the requirement in the exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045  
([teresachr@co.clackamas.or.us](mailto:teresachr@co.clackamas.or.us)) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way,  
Sandy, OR 97055 ([ahowell@ci.sandy.or.us](mailto:ahowell@ci.sandy.or.us)) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, commissioners, councilors, agents and employees, against all claims, demands, actions and suits of any kind or nature for personal injury, death or damage to property arising out of this agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this agreement.
- 5.3. Severability. If any provision of this agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this agreement without such provision, to give effect to the intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this agreement and are the only parties entitled to enforce its terms.

5.7. Applicable Law. The laws of the State of Oregon govern this agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.

5.8. Dispute Resolution.

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

5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this agreement. Should any dispute arise between the parties concerning this agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

5.9.1. Term. This agreement is effective on July 1, 2017 and will terminate on June 30, 2018, unless the parties agree in writing to extend the agreement.

5.9.2. Termination For Convenience. Either party may terminate this agreement by providing at least 30 days prior written notice to the other party.

5.9.3. Termination For Cause. Either party may immediately terminate this agreement if that party complied with Section 5.8.1 of this agreement and the other party did not cure its default within the time provided by Section 5.8.1.

5.10. Effective Date. This agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.

***[SIGNATURES ON FOLLOWING PAGE]***



**CITY OF SANDY**  
Bill King, Mayor

**CLACKAMAS COUNTY**

Signing on behalf of the Board  
Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

Signing on Behalf of the Mayor & Council



\_\_\_\_\_  
Kim Yamashita, Interim City Manager

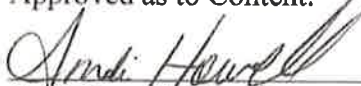
6/27/17

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to Content:



\_\_\_\_\_  
Andi Howell, Transit Director

6-20-2017

\_\_\_\_\_  
Date

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Lake  
Oswego/Lake Oswego Adult Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the city of Lake Oswego.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$61,356. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act, State STF funds, TriMet general fund - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8359; Subrecipient #18-001

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Lake Oswego/Lake Oswego Adult Community Center showed an interest in providing these services in the Lake Oswego area, so an intergovernmental subrecipient agreement with the City of Lake Oswego/Lake Oswego Adult Community Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-001**

This Agreement is between Clackamas County, Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging (COUNTY), and City of Lake Oswego, acting by and through its Lake Oswego Adult Community Center (SUBRECIPIENT), a Municipal Corporation.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Center Director</b> Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us	Program Representative: <b>Center Director</b> Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us
DUNS: 06-524-8932	FEIN: 93-6002231

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the

project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$61,356**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$45,108** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
  - b. **Other Funds.** The COUNTY's funding of **\$12,048** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the “OAA”.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds

between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.

- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.

- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.



- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services (“DHS”) Criminal Records Information Management System (“CRIMS”) for SUBRECIPIENT’s subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT’s clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
    - (a) **Required for State of Oregon for non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.
  - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
  - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days’ notice of cancellation provision shall be physically endorsed on to the policy.
  
- v. **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.

- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - vii. **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.
  - viii. **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.
  - ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.

- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

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

By: \_\_\_\_\_  
Recording Secretary

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

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

Dated: 15 June 2017

**City of Lake Oswego –  
Lake Oswego Adult Community Center**

By: Kent Studebaker  
Kent Studebaker, Mayor

Dated: 4/28/17

**Approved as to Content:**

By: Ann Adrian  
Ann Adrian, Center Manager  
Lake Oswego Adult Community Center

Dated: 6/28/17



July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Subrecipient Agreement with Friends of the Estacada  
Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$79,324. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act, State STF funds, TriMet general fund - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8349; Subrecipient #18-006

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons living in the Estacada service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Friends of the Estacada Community Center showed an interest in providing these services in the Estacada area, so an intergovernmental subrecipient agreement with the Friends of the Estacada Community Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-001**

This Agreement is between Clackamas County, Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging (COUNTY), and City of Lake Oswego, acting by and through its Lake Oswego Adult Community Center (SUBRECIPIENT), a Municipal Corporation.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <b>Center Director</b> Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us	Program Representative: <b>Center Director</b> Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us
DUNS: 06-524-8932	FEIN: 93-6002231

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the

project incurred no earlier than **July 1, 2017** and not later than **June 30, 2018**, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$61,356**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$45,108** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
  - b. **Other Funds.** The COUNTY's funding of **\$12,048** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the “OAA”.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds

between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.

- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.

- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.



County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services (“DHS”) Criminal Records Information Management System (“CRIMS”) for SUBRECIPIENT’s subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT’s clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
    - (a) **Required for State of Oregon for non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
    - (b) **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.

  - (a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.

  - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days’ notice of cancellation provision shall be physically endorsed on to the policy.
  
- v. **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.

- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - vii. **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.
  - viii. **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.
  - ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 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 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.

- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

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

By: \_\_\_\_\_  
Recording Secretary

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

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

Dated: 15 June 2017

**City of Lake Oswego –  
Lake Oswego Adult Community Center**

By: Kent Studebaker  
Kent Studebaker, Mayor

Dated: 4/28/17

**Approved as to Content:**

By: Ann Adrian  
Ann Adrian, Center Manager  
Lake Oswego Adult Community Center

Dated: 6/28/17

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment # 3 to an Agency Service Contract with  
Clackamas Women’s Services  
Providing Coordinated Housing Assessments

<b>Purpose/Outcomes</b>	Contractor provides temporary emergency shelter services for homeless women and children who are survivors of domestic violence and provides Coordinated Housing Assessments on Fridays.
<b>Dollar Amount and Fiscal Impact</b>	Amendment # 3 adds Discretionary Emergency Housing Assistance funds by \$3,500; amended contract total is \$98,130.
<b>Funding Source</b>	State of Oregon Housing and Community Services, Discretionary Emergency Housing Assistance
<b>Duration</b>	July 1, 2016 through July 31, 2017
<b>Previous Board Action</b>	Board Order 060817-A8
<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>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7739

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment # 3 to an Agency Service Contract with Clackamas Women’s Services (CWS). CWS provides temporary emergency shelter services for homeless women and children who are survivors of domestic violence. CWS provides Coordinated Housing Assessments on Fridays to ensure five day per week service.

Amendment # 3 adds Discretionary Emergency Housing Assistance (EHA) funding from the State of Oregon Housing and Community Services (OHCS) in the amount of \$3,500. The amended contract total is \$98,130. These funds are available through July 31, 2017.

The amendment is effective July 1, 2016 and is extended until July 31, 2017. There are no match requirements or County General Funds involved.



**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number 7739 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Social Services Amendment No. 3

Contractor **Clackamas Women's Services**

Amendment Requested By Brenda Durbin, Director

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

Oregon Housing and Community Services has provided funding to assist in expanding Coordinated Housing Assessment access in partnership with Clackamas Women's Services. The funds are to provide Friday assessments. The funds were not made available until June, 2017, although the service has been provided since March, and can be spent through July 31, 2017.

Amendment #3 adds discretionary EHA funds and extends the period of Performance to July 31, 2017.

Maximum compensation reflected in paragraph 3.a. of the contract is increased by \$3,500 for a maximum contract value of \$98,130. This amendment extends the contract to July 31, 2017.

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.

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**AMEND: Paragraph 1. Scope of Services to include:**

Expand Coordinated housing Assessment System to five days per week (Monday-Friday) as outlined in *Exhibit E: Coordinated Housing System: Scope of Work*

**AMEND: Paragraph 2. Term**

Services provided under the terms of this contract shall commence on July 1, 2016 and shall terminate June 30, 2017 unless terminated by one or both parties as provided for in paragraph 6.0 below.

**TO READ:**

Services provided under the terms of this contract shall commence on July 1, 2016 and shall terminate ***July 31 2017*** unless terminated by one or both parties as provided for in paragraph 6.0 below.

**AMEND: Paragraph 3. Compensation and Fiscal Records, a. Compensation**

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in *Exhibit A: Scope of Work & Performance Standards* as follows:

\$36.00 per person in residence per night, up to a maximum compensation of \$94,630 for 2,628 bed nights.

Total maximum compensation under this contract shall not exceed \$94,630

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**TO READ:**

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified in *Exhibit A: Scope of Work & Performance Standards* as follows:

\$36.00 per person in residence per night, up to a maximum compensation of \$94,630 for 2,628 bed nights.

***For Coordinated Housing Assessment System, maximum compensation of \$3,500 for eligible expenses as described in Exhibit F: Coordinated Housing Assessment Access-Payment Procedures and Reporting Requirements attached hereto***

***Total maximum compensation under this contract shall not exceed \$98,130***

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**AMEND: Exhibit C: Budget:**

Total maximum compensation under this contract shall not exceed \$94,630.

**TO READ:**

***Coordinated Housing Assessment System***

***COUNTY will pay AGENCY for staff time and associated expenses with payments to be made as outlined in Exhibit G: Coordinated Housing Assessment System- Payment Procedures and Reporting Requirements.***

***The maximum compensation allowed under this contract for Coordinated Housing Assessment System Program is \$3,500.***

***Total maximum compensation under this contract shall not exceed \$98,130.***

**ADD:**

***Exhibit E: Coordinated Housing Assessment System: Scope of Work***

***Exhibit F: Coordinated Housing Assessment Access- Payment Procedures and Reporting Requirements***

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

**CLACKAMAS WOMEN'S SERVICES**

**CLACKAMAS COUNTY**

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



By: \_\_\_\_\_  
Melissa Erlbaum, Executive Director

Commissioner: Martha Schrader

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Date  
256 Warner Milne Road  
\_\_\_\_\_  
Street Address  
Oregon City, Oregon 97045  
\_\_\_\_\_  
City/State/Zip  
(503)655-8600 /  
\_\_\_\_\_  
Phone / Fax

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Subrecipient Agreement with Canby Adult Center to  
Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$146,783. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; as well as various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through STF funds and LIHEAP - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8347; Subrecipient #18-003

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Canby Adult Center showed an interest in providing these services in the Canby service area, so an intergovernmental subrecipient agreement with the Canby Adult Center was negotiated. This is the second agreement under this RFP.

This agreement is retroactive to July 1, 2017 and terminates on June 30, 2018. Execution of this agreement was delayed due to procedural changes for issuance of subrecipient agreements for fiscal year 2017-18.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-003**

This Agreement is between Clackamas County, Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging (COUNTY), and The Friends of the Canby Adult Center (SUBRECIPIENT), an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reld-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@co.clackamas.or.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: <i>Center Director</i> Kathy Robinson P.O. Box 10, 1250 S. Ivy Canby, RO 97013 503-266-2970 cacdir@canby.com	Program Representative: <i>Center Director</i> Same
DUNS: 10-968-7413	FEIN: 93-0943494

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. 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 the COUNTY and SUBRECIPIENT agree as follows:

**AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2017 and not later than June 30, 2018, 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 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$146,783**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$116,416** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,486.50** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of **\$21,594** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,124** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, and **\$163** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.



6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
  - b. **Revenue Accounting.** 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 agreement have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All agreement revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.

- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original agreement application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are

debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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 E.O. 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.

- o. Lobbying.** The SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r. **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (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.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### **10. Compliance with Applicable Laws**

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or

purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.  
  
County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

**i. Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**11. SUBRECIPIENT Standard Terms and Conditions.** The SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the 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. The 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 the SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the 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. The 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 the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees 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, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general

aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

(a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

ii. **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.

(a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

(b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

(a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

(i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;



- (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- v. **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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **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.
- viii. **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.
- ix. **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 the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from

the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.

- 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 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.
- 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

*SIGNATURE PAGE FOLLOWS*

**SIGNATURE PAGE TO SUBRECIPIENT AGREEMENT**

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 TRP Program Purpose, Service Descriptions
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

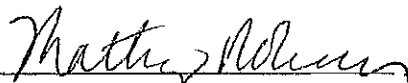
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

**Friends of the Canby Adult Center**

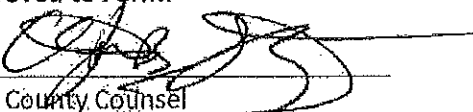
By:   
Kathy Robinson, Center Director

Dated: June 30 2017

By: \_\_\_\_\_  
Rich Swift, Director  
Health, Housing and Human Services

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

**Approved to Form:**

By:   
County Counsel

Dated: 22 June 2017

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

#### 1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.

July 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment # 2 to an Agency Service Contract with  
Northwest Housing Alternatives, Inc.  
Providing Coordinated Housing Assessments

<b>Purpose/Outcomes</b>	Contractor provides financial assistance and temporary emergency housing and provides Coordinated Housing Assessments on Friday
<b>Dollar Amount and Fiscal Impact</b>	Amendment # 2 adds \$3,500; amended contract total is \$137,601.
<b>Funding Source</b>	State of Oregon Housing and Community Services, Emergency Housing Assistance one-time-only funds.
<b>Duration</b>	July 1, 2016 through July 31, 2017
<b>Previous Board Action</b>	060817-A9 Amendment #1 approved on 6/8/17
<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>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7742

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment # 2 to an Agency Service Contract with Northwest Housing Alternatives, Inc. (NHA). NHA provides financial assistance and temporary emergency housing to homeless families at a shelter known as Annie Ross House. NHA provides Coordinated Housing Assessments on Fridays to ensure five day per week service.

Amendment # 2 adds Discretionary Emergency Housing Assistance (EHA) funding from the State of Oregon Housing and Community Services (OHCS) in the amount of \$3,500. The amended contract total is \$137,601. These funds are available through July 31, 2017.

The amendment is effective July 1, 2016 and is extended until July 31, 2017. There are no match requirements or County General Funds involved.

Board of County Commissioners  
Northwest Housing Alternatives, Inc. – Amendment # 2  
Page 2 of 2

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 7742 Board Agenda Number N/A (Under \$150,000)  
and Date \_\_\_\_\_

Division Social Services Amendment No. 2

Contractor Northwest Housing Alternatives, Inc.

Amendment Requested By Brenda Durbin, Director

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other \_\_\_\_\_

**Justification for Amendment:**

Oregon Housing and Community Services has provided funding to assist in expanding Coordinated Housing Assessment access in partnership with Northwest Housing Alternatives. The funds are to provide Friday assessments. The funds were not made available until June, 2017, although the service has been provided since March, and can be spent through July 31, 2017.

Amendment #2 adds discretionary EHA funds and extends the period of Performance to July 31, 2017.

Maximum compensation reflected in paragraph 3.a. of the contract is increased by \$3,500 for a maximum contract value of \$137,601. This amendment extends the contract to July 31, 2017.

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: Paragraph 1. Scope of Services to include:**

- c. Expand Coordinated housing Assessment System to five days per week (Monday-Friday) as outlined in *Exhibit F: Coordinated Housing System: Scope of Work*

**AMEND: Paragraph 2. Term**

Services provided under the terms of this contract shall commence on July 1, 2016 and shall terminate June 30, 2017 unless terminated by one or both parties as provided for in paragraph 6.0 below.

**TO READ:**

Services provided under the terms of this contract shall commence on July 1, 2016 and shall terminate ***July 31 2017*** unless terminated by one or both parties as provided for in paragraph 6.0 below.

**AMEND: Paragraph 3. Compensation and Fiscal Records, a. Compensation**

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified as follows:
  - i. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$15,000 as described in *Exhibit B: Financial Assistance – Payment Procedures and Reporting Requirements*
  2. For temporary emergency shelter: \$36.00 per person in residence per night, up to a maximum compensation of **\$92,701** for **2,575** bednights *Exhibit D: Emergency Shelter Services – Payment Procedures and Reporting Requirements* attached hereto.

Total maximum compensation under this contract shall not exceed **\$107,701**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**TO READ:**

- a. Compensation. COUNTY shall compensate AGENCY for satisfactorily performing contracted services as specified as follows:
  1. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$15,000 as described in *Exhibit B: Financial Assistance – Payment Procedures and Reporting Requirements*
  2. For temporary emergency shelter: \$36.00 per person in residence per night, up to a maximum compensation of **\$119,101** for **3,308** bednights *Exhibit D: Emergency Shelter Services – Payment Procedures and Reporting Requirements* attached hereto.
  3. *For Coordinated Housing Assessment System, maximum compensation of \$3,500 for eligible expenses as described in Exhibit G: Coordinated Housing Assessment Access- Payment Procedures and Reporting Requirements attached hereto.*

**Total maximum compensation under this contract shall not exceed \$137,601.**

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**AMEND: Exhibit E: Budget:**

Total maximum compensation under this contract shall not exceed **\$107,701**.

**TO READ:**

3. ***Coordinated Housing Assessment System***



***COUNTY will pay AGENCY for staff time and associated expenses with payments to be made as outlined in Exhibit G: Coordinated Housing Assessment System- Payment Procedures and Reporting Requirements.***

***The maximum compensation allowed under this contract for Coordinated Housing Assessment System Program is \$3.500.***

***Total maximum compensation under this contract shall not exceed \$137,601.***

**ADD:**


***Exhibit F: Coordinated Housing Assessment System: Scope of Work***

***Exhibit G: Coordinated Housing Assessment Access- Payment Procedures and Reporting Requirements***

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

**CONTRACTOR**

By:   
Martha McLennan, Executive Director

7-5-17  
Date  
2316 SE Willard Street  
Street Address  
Milwaukie, Oregon 97222  
City/State/Zip  
(503) 655-8600 /  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Richard Swift, Director  
Health, Housing and Human Services Department

Date

July 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3 to Intergovernmental Agreement #148508 with the State of Oregon,  
Acting by and through its Oregon Health Authority, for  
Choice Model Services (formerly Adult Mental Health Initiative [AMHI])

<b>Purpose/Outcomes</b>	This agreement provides additional funding to the County for local administration, mental health and addiction services to residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$164,798.96 to the current contract maximum of \$1,577,607.47 which brings the new maximum to \$1,742,406.43
<b>Funding Source</b>	Oregon Health Authority – No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates September 30, 2017
<b>Previous Board Action</b>	The original biennial agreement was approved by the Board of County Commissioners on October 1, 2015 agenda item 100115-A1
<b>Strategic Plan Alignment</b>	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director- Behavioral Health Division (503)742-5305
<b>Contract No.</b>	7296

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing and Human Services Department request the approval of an Amendment #3 to Intergovernmental Agreement # 148508 with the State of Oregon, Acting by and through its' Oregon Health Authority for the operation of Adult Mental Health Initiative. Choice Model Services, formerly known as AMHI, is designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with mental illness in the least restrictive environment possible and minimize use of long term institutional care.

This amendment is effective upon date of last signature and continues through September 30, 2017. This amendment adds \$164,798.96 to the current contract maximum of \$1,577,607.47 which brings the new maximum to \$1,742,406.43. This is the award of funds for the first three months of the 2017/2018 fiscal year and will be replaced by a new award on October 1, 2017. This contract was reviewed and approved by County Counsel on July 3, 2017.

**RECOMMENDATION:**

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

We further recommend that Mary Rumbaugh, Director of the Behavioral Health Division, be authorized to act as County Financial Assistance Administrator under the terms of this agreement with authority to sign proposed amendments to Exhibit C Financial Assistance Award, Exhibit A Definitions, and Exhibit B Service Descriptions on behalf of the County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services



Agreement Number 148508

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 03 to Agreement Number 148508 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Clackamas County  
acting by and through its Behavioral Health Division  
2051 Kaen Road  
Oregon City, OR 97045  
Attn: Pam Douglas  
Telephone: (503) 742-5316  
Facsimile: (504) 742-5312  
E-mail address: [pameladou@co.clackamas.or.us](mailto:pameladou@co.clackamas.or.us)**

hereinafter referred to as "County."

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or July 01, 2017 whichever date is later per the authority under OAR 125-247-0288.
2. The Agreement is hereby amended as follows:
  - a. Section 1., "Effective Date and Duration," is hereby amended by changing the expiration date from June 30, 2017 to September 30, 2017.
  - b. Effective July 1, 2017, Exhibit A, Part I "Statement of Work," Section 2.a. "Exhibit MHS 37 Choice Model Services, prior to July 1, 2016 known as Adult Mental Health Initiative (AMHI) to MHS 37 Service Description, MIIS Special Projects," is hereby amended, as set forth in Attachment 1, attached hereto and incorporated herein by this reference, as follows: language to be deleted or replaced is ~~struck through~~, new language is **underlined and bold**.
  - c. Effective July 1, 2017, Exhibit E, "Financial Pages," is hereby amended as set forth in Attachment 2, attached hereto and incorporated herein by this reference.
3. County agrees that this extension is for the purpose of negotiating contract language for the 2017-2019 Agreement and that County will participate in the negotiations in good faith.

**4. Certification.**

- a.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
- (1)** The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
  - (2)** To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (3)** County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - (4)** County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
  - (5)** County is not subject to backup withholding because:
    - (a)** County is exempt from backup withholding;
    - (b)** County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c)** The IRS has notified County that County is no longer subject to backup withholding.
- b.** County is required to provide its Federal Employer Identification Number (FEIN). By County’s signature on this Agreement, County hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.
- c.** Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County acting by and through its Behavioral Health Division**  
By:

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon, acting by and through its Oregon Health Authority**  
By:

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved for Legal Sufficiency:**

Approved by Jeffrey J. Wahl, Senior Assistant Attorney General; Lead Counsel, Oregon Health Authority, on June 30, 2017; email in Contract file.

**OHA Program:**

Approved by Sheryl Derting on June 28, 2017; email in Contract file.

Approved as to Form

By: Kathleen J. Rastetter

Date: 7/3/17

Name: Kathleen J. Rastetter  
Title: Senior County Counsel  
Clackamas County

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Declaration of Deed Restriction (Fire Separation Distance) Document to be recorded on Clackamas County owned properties for Clackamas Women’s Services and the Housing and Community Development Division

<b>Purpose/ Outcome</b>	The Declaration of Deed Restriction (Fire Separation Distance) will allow the Housing and Community Development Division to present the recorded version to the Building Permit Office. This action will assist Clackamas Women’s Services Builder D.R. Horton to close the building permit and obtain final occupancy for the new facility under construction. The Deed Restriction is meant to attach to the properties, Tax Lots 5701 and 5800. This Deed Restriction ensures no other structures can be built on the south property line of Tax Lot 5701, adjacent to the new facility, additionally no structure can be built in the front portion of Tax Lot 5800.
<b>Dollar Amount and Fiscal Impact</b>	There is no cost associated with fully executing this Deed Restriction. No County General Funds will be used for this project.
<b>Funding Source</b>	Not applicable.
<b>Duration</b>	Permanent until privately owned.
<b>Previous Board Action/ Review</b>	No previous Board Action.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide low and moderate income persons with healthy, safe and stable housing in neighborhoods where they have improved access to services.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Steve Kelly- Housing and Community Development: 503-650-5665
<b>Contract No.</b>	H3S 8357

**BACKGROUND:** The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Deed Restriction on behalf of Clackamas Women’s Services. The Building Permit Office is requiring this document to be completed and recorded prior to issuing final occupancy for the new facility. CWS’s Builder D.R. Horton is expected to complete the building by August – September 2017. This Document has been written, reviewed and approved by County Counsel May 31, 2017.

**RECOMMENDATION:** We recommend the approval of this Declaration of Deed Restriction (Fire Separation Distance) and that the Board of County Commissioners, Chair Jim Bernard be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director, Health, Housing Human Services

*Healthy Families. Strong Communities.*

MAIL TAX STATEMENTS TO:  
No Change

AFTER RECORDING RETURN TO:  
Clackamas County  
Department of Health, Housing & Human Services  
Attn: Steve Kelly  
2051 Kaen Road  
Oregon City, OR 97045

DECLARANT'S ADDRESS:  
2051 Kaen Road  
Oregon City, OR 97045

---

### DECLARATION OF DEED RESTRICTION (FIRE SEPARATION DISTANCE)

This Declaration of Deed Restriction ("*Deed Restriction*") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Clackamas County, an Oregon political subdivision, acting by and through its Department of Health, Housing & Human Services ("*Declarant*").

#### RECITALS:

- A. Declarant is the owner of certain real property in Clackamas County, Oregon, commonly known as tax lot 5800 on Clackamas County Assessor's Map No. 21E01DB, and as set forth in *Exhibit "A"*, which is attached hereto and incorporated by this reference herein (the "*Property*"). The Property is as depicted on the map attached as *Exhibit "B."*
- B. Declarant is the owner of adjacent land to the north of the Property, commonly known as tax lot 5701 on Clackamas County Assessor's Map No. 21E01DB ("*Tax Lot 5701*") which is being developed by Declarant as a shelter. Tax Lot 5701 is as depicted on the map attached as *Exhibit "B."*
- C. Applicable state building code mandates that the proposed structure maintain a minimum fire separation distance of 10 feet from the existing property line to avoid the requirement for fire-resistive construction in the exterior walls. The proposed shelter would be located within the required fire separation distance. Under the *Alternate Materials, Design and Methods of Construction and Equipment* provisions of the state building code, the building official may accept alternatives to the specific requirements of the code where it can be demonstrated that such alternative methods provide an equivalent measure of protection. Based on those provisions, an exception to the fire separation distance requirement may be applied where the Declarant can restrict future development from occurring within 10 feet of the existing structure. Therefore, Declarant wishes to restrict any building or structure from being constructed on the Property in the area depicted in the attached *Exhibit "C,"* referred to therein as the "10 ft. wide no-build area," which is generally a 10 foot wide strip of land, adjacent to and extending the width of the southern property line of Tax Lot 5701 (the "*Subject Area*")



## TERMS

### 1. Declaration of Restriction

Declarant hereby declares that the Subject Area located on the Property shall be held, sold and conveyed subject to the following easement and covenants, which shall run with the Subject Area, and each and every portion thereof, and shall be binding upon all parties having or acquired any right, title, or interest therein.

### 2. Deed Restriction

Declarant establishes a restriction over the Subject Area for the purpose of restricting the construction of buildings or structures within the Subject Area for purposes of complying with fire separation distance restrictions in existing state and local rules and regulations, including but not limited to state building code and the Clackamas County Zoning and Development Ordinance (the "*Setback Regulations*").

### 3. Use Restriction

The Subject Area is not to be used to construct any building or structure.

### 4. Improvements and Maintenance

Declarant reserves the right to make future improvements to the Subject Area for legal purposes, including but not limited to informational signs, placement of site boundary markers, installation of fences and irrigation systems, paving, landscaping, and construction of underground utility lines and/or utility poles for the development of the Property. Declarant reserves the right to maintain the Subject Area in accordance with the terms of the Setback Regulations. Such maintenance includes, but is not limited to, upkeep and maintenance of access paths across the Subject Area, signage, landscaping, and installation and maintenance of irrigation systems and fencing.

### 5. Effect of This Agreement

This Deed Restriction shall run with the land as to all property burdened and benefited. The rights, covenants, and obligations contained in this Declaration shall bind, burden, and benefit the successors and assigns of Declarant that may acquire the Subject Area, and each and every portion thereof.

### 6. No Public Dedication

This Deed Restriction may not be construed as a gift or dedication of the Subject Area to the general public, nor as a right of use or access by the general public.

### 7. Termination or Amendment

No part of this Deed Restriction may be terminated, amended, or revoked without a written and duly recorded instrument containing the approval of Clackamas County, acting through its Building Official.

**8. Severability**

If any provision of this Deed Restriction is or becomes illegal or unenforceable for any reason, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

**DECLARANT:**  
Clackamas County

By \_\_\_\_\_  
Chair

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_  
\_\_\_\_\_ as Chair of the Clackamas County Board of County Commissioners.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**ADJUSTED TAX LOT 5800 - 21E01DB (CLACKAMAS COUNTY)**  
LEGAL DESCRIPTION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF DEED DOCUMENT NO. 88-43032 (CLACKAMAS COUNTY DEED RECORDS), LOCATED ON THE EAST LINE OF THE GEORGE CROW DLC NO. 49, 1962.00 FEET SOUTHERLY OF THE NORTHEAST CORNER THEREOF; THENCE FROM SAID POINT OF BEGINNING, SOUTH 00°31'05" WEST ALONG SAID DLC LINE, 50.01 FEET TO THE SOUTHEAST CORNER OF DOCUMENT NO. 88-43032; THENCE LEAVING SAID DLC LINE, NORTH 88°35'32" WEST ALONG THE SOUTH LINE OF DOCUMENT NO. 88-43032, 339.56 FEET TO THE EASTERLY LINE OF OATFIELD ROAD; THENCE NORTH 12°25'33" WEST ALONG SAID RIGHT-OF-WAY LINE, 40.79 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89°43'39" EAST, 155.40 FEET; THENCE NORTH 00°31'06" EAST, 7.32 FEET TO THE SOUTHERLY BOUNDARY OF DOCUMENT NO. 2013-010476, SAID RECORDS; THENCE SOUTH 88°35'32" EAST ALONG THE SOUTHERLY LINE OF DOCUMENT NO. 2013-010476, 193.28 FEET TO THE EAST LINE OF THE GEORGE CROW DLC NO. 49 AND THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 15,877 SQUARE FEET.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

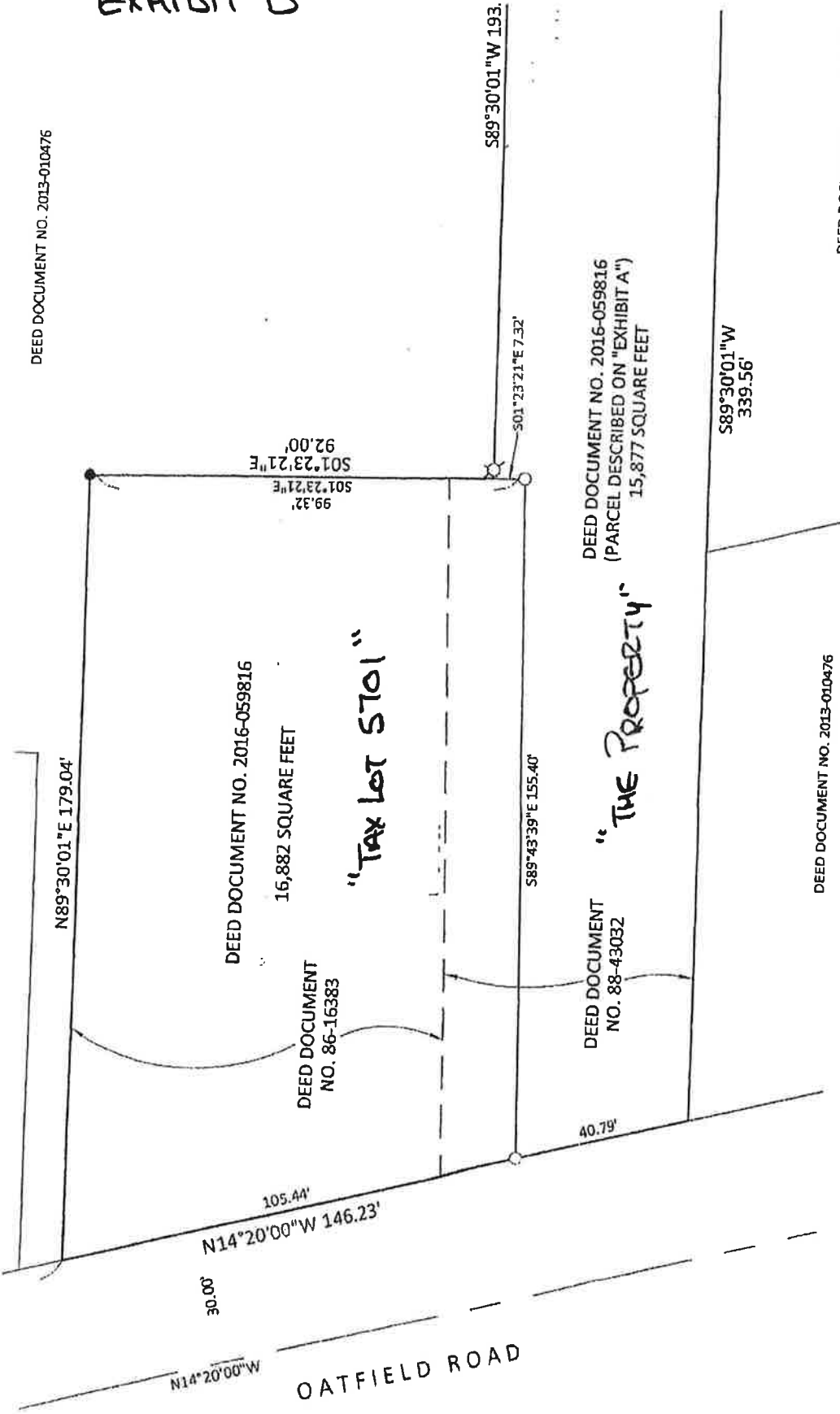
*Michael H. Harris*

OREGON  
JULY 11, 2000  
MICHAEL H. HARRIS  
57863

VALID UNTIL 6-30-17

# EXHIBIT B

DEED DOCUMENT NO. 2013-010476

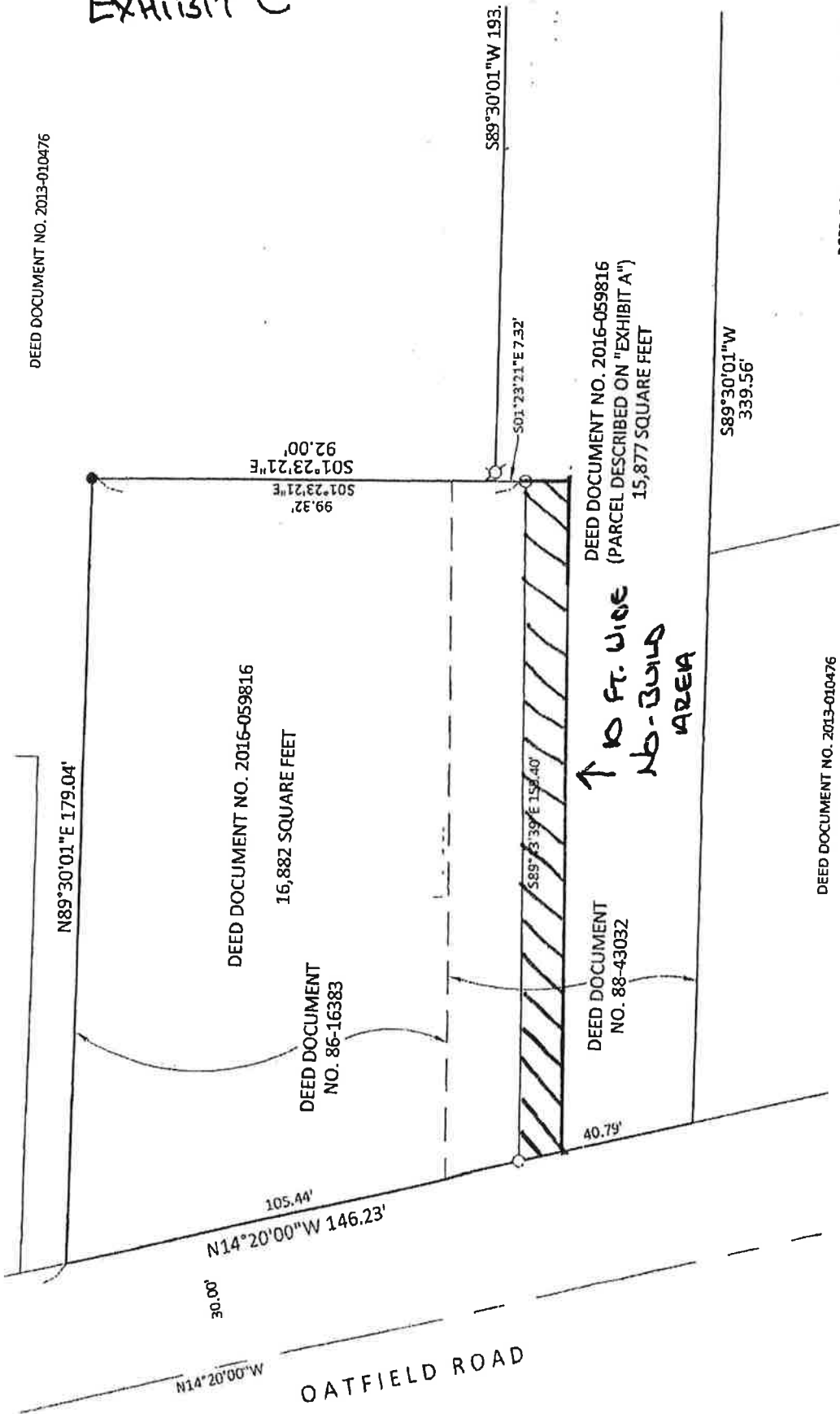


DEED DOCUMENT NO. 2013-010476

DEED DOCUMENT NO. 2013-010476

# EXHIBIT C

DEED DOCUMENT NO. 2013-010476



DEED DOCUMENT NO. 2013-010476

DEED DOCUMENT NO. 2013-010476

OATFIELD ROAD



M. BARBARA CARTMILL  
DIRECTOR

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

July 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to Supplemental Project Agreement No. 25214 with Oregon Department of Transportation for Salmon River (Elk Park Road) Bridge No. 6574 Project**

<b>Purpose/Outcomes</b>	Approve Amendment No. 2 to a Supplemental Project Agreement with ODOT for the Salmon River (Elk Park Road) Bridge Project for additional funding and time to obligate construction funding
<b>Dollar Amount and Fiscal Impact</b>	Total Project Cost Estimate: \$3,298,809 County Road Fund Match (10.27%): \$338,788
<b>Funding Source</b>	Local Bridge Program (LBP) [formerly Highway Bridge Program (HBP)] and County Road Fund
<b>Duration</b>	Execution until completion of the project
<b>Previous Board Action</b>	07/16/09: BCC Approval of Supplemental Project Agreement 25,214 for Salmon River (Elk Park Road) Bridge Project 12/10/10: BCC Approval of Right of Way Services for the Project 08/14/14: BCC Approval of Amendment No. 1 for Additional Funding for the Project
<b>Strategic Plan Alignment</b>	Build a strong infrastructure
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

As part of the Local Bridge Program (formerly Highway Bridge Program), Clackamas County received funding for the design and construction of the Salmon River (Elk Park Rd) Bridge. This project will design and construct a replacement for the existing bridge with a new structure that meets current design standards.

This amendment increases the total available amount of funding for the project from \$3,223,809 to \$3,298,809 and increases the obligation of construction funding by October 30, 2017. The increase in funding will cover additional design expenses that were incurred in the project due to a delay in the project. The delay was requested by the Oregon Department of Transportation (ODOT) to allow ODOT to resolve a third party lawsuit for ODOT projects in the Mt. Hood area. The lawsuit was resolved by ODOT with no effect on this project. The County's Road Fund match for the program funding is increased by approximately \$7,703. This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the attached Amendment No. 2 to Supplemental Project Agreement No. 25214 for additional Salmon River (Elk Park Road) Bridge Project funding.

Respectfully submitted,

Mike Bezner, PE - Assistant Director of Transportation

**AMENDMENT NUMBER 02**  
**LOCAL AGENCY CERTIFICATION PROGRAM**  
Supplemental Project Agreement No. 25214  
Salmon River (Elk Park Road) Bridge No. 6574  
Clackamas County

This is Amendment Number 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," both hereinafter referred to collectively as the "Parties." The Parties entered into the Agreement on August 5, 2009, and Amendment Number 01 on September 2, 2014.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to revise the total project cost and project milestones.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **RECITALS, Paragraph 1, which reads:**

1. By the authority granted in Certification Program Agreement No. 24,688 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project.

**Is deleted in its entirety and replaced with the following:**

1. By the authority granted in Certification Program Agreement No. 30923, incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project.

b. **RECITALS, Paragraph 2, is deleted in its entirety and identified as RESERVED.**

c. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The Project shall be conducted as a part of the Local Bridge Program (LBP), with funds provided under Title 23, United States Code. The total Project cost is estimated at \$3,223,809, which is subject to change. LBP funds for this Project shall be limited to \$2,892,724, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**Is deleted in its entirety and replaced with the following:**

2. The Project shall be conducted as a part of the Local Bridge Program (LBP) under Title 23, United States Code. The total estimated cost of the Project is \$3,298,809, which is subject to change. LBP funds for the Project are limited to \$2,954,639, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

**d. TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:**

4. Agency shall select consultants; and design, advertise, bid, and award the construction contract. Agency understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 24,688.

**Is deleted in its entirety and replaced with the following:**

4. Agency shall select consultants and design, advertise, bid, and award the construction contract.

**e. TERMS OF AGREEMENT, Paragraph 8, Page 2, which reads:**

8. Local Agency Certification Program Agreement No. 24,688 was fully executed before on July 15, 2008. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.

**Is deleted in its entirety and replaced with the following:**

8. This Agreement is subject to the terms and provisions of Local Agency Certification Program Agreement No. 30923.

**f. TERMS OF AGREEMENT, Paragraph 18, Page 4, which reads:**

18. Agency's Project Liaison for this Agreement is Mike Bezner, Capital Projects Manager, Clackamas County Department of Transportation and Development; 150 Beaver Creek Road; Oregon City, OR 97045; telephone: (503) 353-4651; email: Mike.Bez@co.clackamas.or.us or an individual designated by the Agency in the event of the unavailability of the aforementioned individual.

**Is deleted in its entirety and replaced with the following:**

18. Agency's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4658, jhowie@co.clackamas.or.us, or assigned designee upon individual's absence.



**g. Insert new Paragraphs 19 through 21, to read as follows:**

19. By signing this Federal-Aid Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

20. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State and Agency shall also include this requirement in all contracts and ensure that contractors include this requirement in their subcontracts.

**21. Americans with Disabilities Act Compliance:**

a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 ("ADA"), as identified in paragraph 1 of the **General Provisions** section of Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

- i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant

ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- ii. **State Inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Reimbursement:** State will not reimburse Agency for work that does not meet the applicable ODOT standards without an approved design exception, regardless of whether the work is on a State-owned or an Agency-owned facility.
- d. **Ongoing Maintenance and Inspection Obligation:** Agency shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of the Agreement.

h. **EXHIBIT B, Paragraph 4, Page 5, which reads:**

- 4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones**

	Milestone Description	Obligation Date	Estimated Budge
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1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project		\$611,065
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	October 31, 2014	\$219,974
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	October 31, 2016	\$2,392,770
<b>Total Project Cost</b>			\$3,223,809

**Is deleted in its entirety and replaced with the following:**

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones**

	<b>Milestone Description</b>	<b>Obligation Date</b>	<b>Estimated Budge</b>
1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project	October 25, 2010	\$686,065
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	September 23, 2015	\$219,974
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	October 30, 2017	\$2,392,770
<b>Total Project Cost</b>			\$3,298,809

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are

true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Amendment, hereby acknowledge that their signing representatives have read this Amendment, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #14269) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

DRAFT

**CLACKAMAS COUNTY**, by and through its elected officials

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie, Civil Engineering  
Supervisor  
Clackamas County  
150 Beavercreek Road  
Oregon City, OR 97045  
(503) 742-4658  
jhowie@co.clackamas.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Active Transportation Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_

**State Contact:**

Mahasti Hastings, Local Agency Liaison  
ODOT Region 1  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**EXHIBIT C**

**Federal Funding Accountability and Transparency Act (FFATA)  
Subaward Reporting**

(For purposes of this Exhibit, references to "your organization" shall mean "Agency" and references to "ODOT" shall be mean "State.")

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

**Legal entity name:**

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**Data Universal Number System (DUNS) number:**

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**Executive compensation**

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization's previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)  
 Yes  No If "yes," proceed to b. If "no," no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes  No If "yes," provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.  
Provide link here:

If "no," provide compensation information below.

**Names and annual compensation amounts of the five most highly compensated executives:**

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**Business entity contact information (person completing form):**

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Type name	Title	Date
Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13 <sup>th</sup> Street NE; Salem, OR 97301; <a href="mailto:Jeffrey.A.FLOWERS@odot.state.or.us">Jeffrey.A.FLOWERS@odot.state.or.us</a>		

**Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

**If you have any questions, contact:**

Jeff Flowers  
Program and Funding Services Manager  
Oregon Department of Transportation  
555 13th Street NE  
Salem, OR 97301  
[Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)  
Telephone: 503-986-4453



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Supplemental Project Agreement No. 31172 with  
Oregon Department of Transportation for the S. Ivy Street (Canby) Project

<b>Purpose/Outcomes</b>	Using Federal Multimodal Transportation Enhance Program (MTEP) funds, this agreement allows Clackamas County to proceed with design and construction of sidewalk and bicycle improvements to S. Ivy Street between OR99E and Lee Elementary School. The proposed improvements include constructing sidewalks and bike lanes on both sides of the street where needed and other associated improvements.
<b>Dollar Amount and Fiscal Impact</b>	Overall Project Cost Estimate: \$2,595,733 MTEP funds: \$1,751,053 City of Canby match (20%): \$437,762 County match: up to \$406,918
<b>Funding Source</b>	Federal Multimodal Transportation Enhancement Program (MTEP), City of Canby Funds, and County Road Funds.
<b>Duration</b>	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
<b>Previous Board Action</b>	01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects
<b>Strategic Plan Alignment</b>	Build a strong infrastructure Ensure safe, healthy and secure communities
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

This is a three-party project agreement between Clackamas County, City of Canby and the Oregon Department of Transportation (ODOT) to construct improvements along South Ivy Street from OR99E to Lee Elementary School. The project will provide enhanced bicycle and pedestrian connectivity and include constructing bike lanes and sidewalks on both sides of the road where needed, ADA improvements, installing a signal at the intersection of S. Ivy Street and Township Road. Within the project limits, S. Ivy Street is the jurisdiction of Clackamas County. Upon completion of the project, the County will transfer jurisdiction to the City of Canby.

This project will be administered by adhering to an existing Local Agency Certification Program (Certification Program) Agreement (No. 30923) with ODOT. This project will be financed mostly with federal Multimodal Transportation Enhancement Program funds matched by City of Canby and County Road Funds.

This agreement has been reviewed and approved by County Counsel.



**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the S. Ivy Street (Canby) Project as listed in the agreement.

Respectfully submitted,

Mike Bezner  
Assistant Director of Transportation

**COOPERATIVE IMPROVEMENT AGREEMENT  
LOCAL AGENCY CERTIFICATION PROGRAM  
S. Ivy Street (Canby)**

THIS COOPERATIVE IMPROVEMENT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," and the CITY OF CANBY acting by and through its elected officials, hereinafter referred to as "City," all herein referred to individually as "Party" or collectively as "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into Cooperative Improvement Agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. S. Ivy Street is a part of the Agency's street system under the jurisdiction and control of Agency.
3. State and Agency entered into a Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement). The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects. The Local Agency Certification Program Agreement also allows for a certified agency to perform work on behalf of a non-certified agency. The certified agency is a sub-recipient of federal funds and will be eligible for reimbursement as the delivering agency. The non-certified agency is a third party and is not eligible for federal reimbursement.
4. The City was awarded Multimodal Transportation Enhance Program funds for the S. Ivy Street Pedestrian & Intersection Improvements project. The City requested that Agency deliver the project on its behalf as a supplemental Project under the Local Agency Certification Program, the details of which are set out in a January 7, 2016 letter from the Agency to the City and ODOT. The purpose of this Agreement is to establish the Parties' terms and obligations to deliver the project through the Local Agency Certification Program.
5. ODOT and Agency agree that the Project in this Cooperative Improvement Agreement is one of the required test projects Agency must perform in order to obtain conditional certification in the areas of Formal consultant selection, described in Local Agency Certification Program (Certification Program) Agreement No. 30923.

6. The project was selected as part of the Multimodal Transportation Enhance Program and it may be funded with a combination of eligible federal and state funds.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

## **TERMS OF AGREEMENT**

1. The Parties agree that Agency shall perform work for the City in accordance with the Local Agency Certification Program Agreement No. 30923, which is hereby incorporated by reference, and the terms of this Cooperative Improvement Agreement. City acknowledges that City is not a Party to Agreement No. 30923 and that Agreement No. 30923 confers no obligations or benefits to City.
2. The Parties agree to Agency delivering the S Ivy Street (Canby) project, hereinafter referred to as "Project." The following improvements on S. Ivy Street between OR-99E and Lee Elementary School are part of the Project: (1) construction of sidewalks and bike lanes on both sides of the street where needed, (2) construction of ADA improvements, (3) installation of a signal at the intersection of S. Ivy Street and Township Road, and (4) addressing a residential driveway within the intersection area of S. Ivy Street and Township Road. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
3. The Parties acknowledge the Federal funds are provided under Title 23, United States Code and agree to meet all applicable federal requirements.
4. The total Project cost is estimated at \$2,188,815, which is subject to change. The federal and state funds for this Project are limited to \$1,751,053. The City shall be responsible for the 20% match for all eligible costs. Non-participating costs and costs in excess of the federal and state funds for the Project will be split between Agency and City as provided in this paragraph 4. If the total Project cost exceeds \$2,188,815, Agency agrees to provide services up to \$60,000 during the design phase and services up to \$190,000 during the construction phase at Agency's expense. If the total Project cost exceeds \$2,438,815, Agency will contribute up to an additional \$156,918 towards the overall Project cost, which may be contributed by way of additional staff services or direct payments. If the total Project cost exceeds \$2,595,733, City and Agency shall be responsible for all remaining costs equally. Any unused federal or state funds will be retained by State, and will not be available for use by Agency or City for this Agreement or any other projects. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the total Project cost at the end of the Project, to the State Local Agency Liaison.
5. The deliverables, milestones, schedule, progress report requirements, and Project Change Request process are described in Exhibit B, attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth

in Exhibit B and understands that an amendment to this Agreement is required if anything described in Exhibit B changes.

6. Agency shall make all payments for work performed on the Project, including all consultant costs, and invoice State for one-hundred (100) percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. For purposes of processing invoices under this Agreement, Agency is responsible for all costs beyond the federal and state reimbursement including the twenty (20) percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. State will invoice the Federal Highway Administration (FHWA) and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 24, above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid.
7. Agency shall invoice City for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by State. Upon receipt of Agency invoice(s), City shall reimburse Agency for the federal match share, any non-participating costs, and all costs expended for the Project not reimbursed by State. Failure of City to make such match payments to Agency may result in State withholding of City's proportional allocation of State Highway Trust Funds until such costs are paid.
8. City and Agency agree that any disputes arising on this Project regarding Agency's invoices or City payment of invoices listed in paragraph 7 above are to be resolved between the City and Agency only.
9. Parties agree the State will perform oversight to administer the Project. State will provide Agency and City with a preliminary estimate for the cost of State's work. Agency and City understand that State's costs are estimates only and City and Agency agree to pay State's actual cost incurred per the Terms of this Agreement.
10. Agency guarantees the availability of Agency funding in an amount required to cover the match, non-participating costs and any costs in excess of federal and State funding identified in paragraph 4 above.
11. City guarantees the availability of City funding in an amount required to fully reimburse Agency for the match, City's share of the non-participating costs, and City's share of any costs not covered by state and federal funding that Agency expends on behalf of the Project.
12. Agency grants State and City the authority to enter onto Agency right of way as needed to complete this Project.

13. City grants State and Agency the authority to enter onto City right of way as needed to complete this Project.
14. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement between State and FHWA for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
15. Indirect Cost Rate
  - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate for this Project at the time the agreement is written is 38.17% and may change upon notice to ODOT and ODOT's subsequent written approval.
  - b. If the approved rate(s) changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Agency does not have an approved indirect cost rate on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
16. Agency shall perform formal consultant selection, design (excluding bridge design), advertise, bid, award the construction contract, and perform construction contract administration. Agency understands that this Project is a test project for formal consultant selection.
17. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance approved by FHWA will be considered nonparticipating and paid for at Agency expense.
18. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
19. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
20. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
21. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

22. If City fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the City's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such City breach.
23. Upon completion of the project, Agency agrees to transfer jurisdiction of Project roadway, as identified in Exhibit "A" , to the City and the City agrees to accept the same within 90 days of Project completion.
24. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
25. The Parties agree that the useful life of the Project is 20 years.
26. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency or City received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency and City shall report the total compensation and names of its top five executives to State. Agency and City shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".
27. **Americans with Disabilities Act Compliance:**
  - a. **General:** Agency and City agree to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 ("ADA") as identified in paragraph 1 of the General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
  - b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

1. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

2. Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Reimbursement:** State will not reimburse Agency for work that does not meet the applicable ODOT standards without an approved design exception, regardless of whether the work is on a State-owned or an Agency-owned facility.

d. **On-going Maintenance and Inspection Obligation:** Agency shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian activated signals on portions of the Project under Agency's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. At such time as the City accepts jurisdiction over the Project roadway, as provided in paragraph 23, the City shall assume the Agency's obligation to maintain and periodically inspect the Project sidewalks, curb ramps, and pedestrian activated signals, as set forth in this paragraph 27(d). This provision shall survive termination of the Agreement.

28. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is

the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

29. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
30. This Agreement may be terminated by mutual written consent of all Parties.
31. State may terminate this Agreement effective upon delivery of written notice to Agency and City, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency or City fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency or City fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency or City fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.



32. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
33. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
34. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
35. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
36. City certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of City, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind City.
37. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
38. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency or City to State. 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 a Party unless in writing and signed by all 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.

39. State's Project Liaison for the Agreement is Mahasti Hastings, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, Mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

40. Agency's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beaver Creek, Oregon City, OR 97045, 503-742-4658, jhowie@clackamas.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

41. City's Project Liaison for this Agreement is Matilda Deas, City of Canby Senior Planner, 222 NE 2<sup>nd</sup> Avenue, P.O. Box 930, Canby, OR 97013, 503-266-0723, deasm@canbyoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19278) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State/City  
Agreement No. 31172

**CLACKAMAS COUNTY**, acting by and  
through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED**

By \_\_\_\_\_  
County Legal Counsel

Date \_\_\_\_\_

**CITY OF CANBY** acting by and through its  
elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED**

By \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**County Contact:**

Joel Howie  
150 Beaver Creek Rd  
Oregon City, OR 97045  
503-742-4658  
jhowie@clackamas.us

**City Contact:**

Matilda Deas, Senior Planner  
222 NE 2<sup>nd</sup> Avenue  
P.O. Box 930  
Canby, OR 97013  
(503) 266-0723

**STATE OF OREGON**, acting by and  
through its Department of Transportation

By \_\_\_\_\_

Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Certification Program Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_

Assistant Attorney General

Date \_\_\_\_\_

**State Contact:**

Mahasti Hastings  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8595  
Mahasti.v.hastings@odot.state.or.us

Exhibit A – Project Location Map



EXHIBIT B

**Project Cost Estimate, Progress Reports and Project Change Request Process  
Agreement No. 31172  
Key Number: 18805**

**Project Name: S. Ivy Street Pedestrian & Intersection Improvements**

**1. Project Description and Deliverables**

Description and Deliverables: Improvements will be made to S. Ivy Street between OR99-E and Lee Elementary School. Project work includes the following:

- Construction of sidewalks and a bike lane
- Construct ADA improvements
- Install signal at the intersection of S. Ivy Street and Township Road
- Address residential driveway within the intersection area

Project Description and Deliverables may only be changed through amendment of this Agreement after obtaining an approved Project Change Request.

2. This Project is subject to progress reporting and project change process as stated below.
3. **Monthly Progress Reports (MPR)** - Agency shall submit monthly progress reports using MPR Form 734-2935, incorporated by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note, or Agency equivalent) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:

[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

**Table 1: Project Milestones – Construction Project**

	<b>Milestone Description</b>	<b>Completion Date</b>
1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project	July 2017
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	October 2018
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	December 2019



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5. **Project Change Request (PCR) Process** - Agency must obtain approval from State's Contact for changes to the Project's scope, schedule, or budget as specified in paragraphs 5a, 5b and 5c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit). A significant change in project scope includes any scope element or item that:
    - i. Would increase project cost by 10% or \$100,000 whichever is less;
    - ii. Is outside of the intent of the current project scope, as determined by the ODOT Program Manager, or;
    - iii. Does not meet the minimum standards of the American Association of State Highway and Transportation Officials (AASHTO) or the Manual on Uniform Traffic Control Devices (MUTCD).
  - b. **Schedule**— A PCR is required if Agency or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
  - c. **Budget** – Total Project Cost and approved funds for the Project are controlled by Terms of Agreement, paragraph 2 of this Agreement.
6. **PCR Form** - Agency must submit all change requests using PCR Form 734-2936, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Area Manager.

The fillable PCR form and its instructions are available at the following web site:  
[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

7. **Consequence for Non-Performance** - If Agency fails to fulfill its obligations in paragraphs No. 3 through No. 6 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's managed funding

Agency/State/City  
Agreement No. 31172

programs, (b) withdrawing unused Project funds, and (c) terminating this Agreement as stated in Terms of Agreement, paragraph No. 31 and 31b of this Agreement. State may also choose to invoice Agency for expenses incurred by State for staff time to assist in completion of the final Project documentation and issuance of Third Notification (or Agency equivalent).

**Exhibit C**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

**Legal entity name:**

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**Data Universal Number System (DUNS) number:**

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**Executive compensation**

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)  
 Yes  No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes  No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If “no,” provide compensation information below.

**Names and annual compensation amounts of the five most highly compensated executives:**

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**Business entity contact information (person completing form):**

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Type name	Title	Date
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Agency/State  
Agreement No.

**Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555  
13<sup>th</sup> Street NE; Salem, OR 97301; [Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)**

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State/Agency  
Agreement No.

**Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

**If you have any questions, contact:**

Jeff Flowers  
Program and Funding Services Manager  
Oregon Department of Transportation  
555 13th Street NE  
Salem, OR 97301  
[Jeffrey.A.FLOWERS@odot.state.or.us](mailto:Jeffrey.A.FLOWERS@odot.state.or.us)  
Telephone: 503-986-4453

Agency/State  
Agreement No.



Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #3 / Renewal #3 with  
Todos Juntos to Provide Diversion Panel Services**

<b>Purpose/ Outcomes</b>	Amendment and renewal to provide Diversion Panel Services for local cities
<b>Dollar Amount and Fiscal Impact</b>	Renewing for 2 years - \$158,118 (\$79,059 per year)
<b>Funding Source</b>	These Diversion Panels are funded through State of Oregon Juvenile Crime Prevention Basic funds (administered by Oregon Youth Authority)
<b>Duration</b>	7/1/2017 – 6/30/2019
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities: This contract is to provide Diversion Panel Services for local cities.
<b>Contact Person</b>	Lisa Krzmarzick, Senior Administrative Analyst, Juvenile Department, ext. 8788

**BACKGROUND:**

This contract with Todos Juntos is to provide Diversion Panel Services for local cities. Low risk/Low level first-time offenders are sent to Diversion Panels within their city of residence. This allows the youth to be held accountable in his/her community, and to give back. Diversion Panels are an important first step in our continuum of service levels holding youth accountable for their behavior. Todos Juntos is to provide two Latino City Diversion Panels, one in Canby and one in Milwaukie, to serve all Latino youth who are eligible for diversion. In addition to serving the cities of Molalla, Estacada, Happy Valley, and Sandy.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of July 13, 1017 by the Procurement Division

**AMENDMENT #3 / RENEWAL #3**

**TO THE CONTRACT DOCUMENTS WITH TODOS JUNTOS FOR THE JUVENILE DIVERSION PANEL SERVICES**

This Amendment #3 / Renewal #3 is entered into between **Todos Juntos** (“Contractor”) and Clackamas County (“County”) and it shall become part of the Professional Services Contract entered into between both parties on July 22, 2014.

The Purpose of the Amendment #3 / Renewal #3 is to make the following changes to the Contract;

1. Section I. **COMPENSATION** is hereby changed as follows:  
County is exercising the option to renew the remaining two (2), one-year optional renewals available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2019**. The maximum fiscal year Compensation authorized under this Contract is \$79,059.00. Fiscal year is defined as July 1 to June 30.

ORIGINAL CONTRACT	\$ 76,756.00
Renewal #1	\$ 76,756.00
Amendment #1 / Renewal #2	\$ 79,059.00
Amendment #2	Add Pilot Program to Scope of Work
<b>Amendment #3 / Renewal #3</b>	<b>\$ 158,118.00 (2 year renewal)</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 390,689.00</b>

2. Section VII. Termination-Amendment is hereby deleted in its entirety and replaced with:  
**VII. TERMINATION - AMENDMENT**  
A. **TERMINATIONS.** This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days’ written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days’ notice.

B. This Contract and any amendments to the Contract will not be effective until approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.

3. ADD Item VIII. EXECUTION AND COUNTERPARTS:

VIII. **EXECUTION AND COUNTERPARTS:**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3 / Renewal #3, effective upon the date of the last signature below.

Todos Juntos  
3704 Scenic View Dr. SE  
Salem, OR 97302

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

767978-86

\_\_\_\_\_  
Oregon Business Registry #

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

DNP – Oregon

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



JUVENILE DEPARTMENT  
JUVENILE INTAKE AND ASSESSMENT CENTER  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #3 / Renewal #3  
with Parrott Creek Child and Family Services  
to provide Diversion Panel Services**

<b>Purpose/ Outcomes</b>	Amendment and renewal to provide Diversion Panel Services for local cities
<b>Dollar Amount and Fiscal Impact</b>	Renewing for 2 years - \$319,314 (\$159,657 per year)
<b>Funding Source</b>	These Diversion Panels are funded through State of Oregon Juvenile Crime Prevention Funds (administered by Youth Development Council)
<b>Duration</b>	7/1/2017 – 6/30/2019
<b>Previous Board Action</b>	Contract Approval 7-24-14, Agenda Item D. 1.
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities: This contract is to provide Diversion Panel Services for local cities.
<b>Contact Person</b>	Lisa Krzmarzick, Senior Administrative Analyst, Juvenile Department, ext. 8788

**BACKGROUND:**

This contract with Parrott Creek Child and Family Services (PCCFS) is to provide Diversion Panel Services for local cities, specifically the cities of Canby, Gladstone, Lake Oswego, Milwaukie, Oregon City, West Linn, Wilsonville. Low risk/Low level first-time offenders are sent to Diversion Panels within their city of residence. This allows the youth to be held accountable in his/her community, and to give back. Diversion Panels are an important first step in our continuum of service levels holding youth accountable for their behavior.

County Counsel has reviewed this contract.



**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**AMENDMENT #3 / RENEWAL #3**

**TO THE CONTRACT DOCUMENTS WITH PARROTT CREEK CHILD AND FAMILY SERVICES, INC. FOR THE JUVENILE DIVERSION PANEL SERVICES**

This Amendment #3 / Renewal #3 is entered into between **Parrott Creek Child and Family Services, Inc.** ("Contractor") and Clackamas County ("County") and it shall become part of the Professional Services Contract entered into between the parties on July 24, 2014.

The Purpose of the Amendment #3 / Renewal #3 is to make the following changes to the Contract:

1. Section I. **COMPENSATION** is hereby changed as follows:  
County is exercising the option to renew the remaining two (2), one-year optional renewals available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2019**. The maximum fiscal year compensation authorized under this contract is \$159,657.00. Fiscal year is defined as July 1 to June 30.

ORIGINAL CONTRACT	\$ 155,005.00
Renewal #1	\$ 155,005.00
Amendment #1 / Renewal #2	\$ 159,707.00
Amendment #2	Add Pilot Program to Scope of Work
<b>Amendment #3 / Renewal #3</b>	<b>\$ 319,314.00 (2 year renewal)</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 789,031.00</b>

2. Section VII. Termination-Amendment is hereby deleted in its entirety and replaced with:  
VII. **TERMINATION - AMENDMENT**  
A. **TERMINATIONS.** This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

B. This Contract and any amendments to the Contract will not be effective until approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.

3. ADD Item VIII. EXECUTION AND COUNTERPARTS:

VIII. **EXECUTION AND COUNTERPARTS:**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3 / Renewal #3, effective upon the date of the last signature below.

Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Ste. 209  
Oregon City, OR 97045

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

Approved as to Form:

\_\_\_\_\_  
093633-18

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

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
DNP – Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type / State of Formation



**JUVENILE DEPARTMENT**  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract Amendment #3 / Renewal #2 with  
Parrott Creek Child and Family Services  
to Provide Sex Offender Treatment to Youth**

<b>Purpose/ Outcomes</b>	Amendment and Renewal of Juvenile Sex Offender Treatment Program Contract between Clackamas County Juvenile Department and Parrott Creek Child and Family Services.
<b>Dollar Amount and Fiscal Impact</b>	Renewing for 3 years - \$274,708.88 (\$91,569.36 per year).
<b>Funding Source</b>	These services are funded through Title IVE Funds and State of Oregon Individualized Services funds.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2020.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensure safe, healthy, and secure communities. Juvenile Sex Offender Treatment is provided to prevent repeat new criminal sexual referrals.
<b>Contact Person</b>	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171.
<b>Contract No.</b>	

**BACKGROUND:**

Attached is a contract renewal and amendment for Juvenile Sex Offender Treatment between Clackamas County Juvenile Department and Parrott Creek Child and Family Services (PCCFS).

The contract with PCCFS is for \$91,569.36 per year to provide Juvenile Sex Offender Treatment continuing July 1, 2017 through June 30, 2020. \$68,568.51 of the funds for treatment and \$4,000 of the funds for translation fees is funded through Title IVE, the balance of \$19,000.85 comes from the State of Oregon, though the Oregon Youth Authority's Individualized Services funding.

County Counsel has reviewed this contract

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the attached amendment and renewal with Parrott Creek Child and Family Services to provide Juvenile Sex Offender Treatment to youth residing in Clackamas County involved with the Clackamas County Juvenile Department.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**AMENDMENT #3 / RENEWAL #2**

**TO THE CONTRACT DOCUMENTS WITH PARROTT CREEK CHILD AND FAMILY SERVICES, INC. FOR CLACKAMAS COUNTY JUVENILE SEX OFFENDER TREATMENT PROGRAM**

This Amendment #3 / Renewal #2 is entered into between **Parrott Creek Child and Family Services, Inc.** ("Contractor") and Clackamas County ("County") and it shall become part of the Personal Services Contract entered into between the parties on September 22, 2015.

The Purpose of the Amendment #3 / Renewal #2 is to make the following changes to the Contract:

1. Section I. **SCOPE** is hereby changed as follows:  
County is exercising the option to renew the remaining three (3), one-year optional renewals available on this Contract. The termination date is hereby changed from June 30, 2017 to **June 30, 2020**. Fiscal year is defined as July 1 to June 30. County and Contractor acknowledge that services may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Amendment.
2. Section II. **COMPENSATION** is hereby changed as follows:  
The maximum fiscal year compensation authorized under this contract is \$91,569.36. Fiscal year is defined as July 1 to June 30.

ORIGINAL CONTRACT	\$ 64,994.36
Amendment #1 / Renewal #1	\$ 91,569.36
Amendment #2	Add Scope of Work
<b><u>Amendment #3 / Renewal #2</u></b>	<b><u>\$ 274,708.08 (three year renewal)</u></b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 431,271.80</b>

3. Section 3 - 3.6 **DETAILED SCOPE OF WORK** is hereby changed as follows:  
**Add item 3.**
  3. The identified treatment therapist providing services for the Parrott Creek Family Services Lifeguards program will meet the Sex Offender Treatment Board ("SOTB") standards and make application for, the Associate level sex offender treatment therapist certification by July 21, 2017. Further, the Associate level therapist will receive supervision from a SOTB certified Clinical sex offender therapist. Supervision hours will conform to SOTB standards which are two hours of supervision for every 45 hours of direct clinical contact with youth receiving sex offense specific treatment.

Parrott Creek Child and Family Services will submit, to the Juvenile Department, monthly invoices verifying the supervision hours of an SOTB certified sex offender therapist for Associate level therapist providing treatment services for Lifeguards.

Parrott Creek Child and Family Services will establish the longer term goal of employing and SOTB certified sex offender therapist by January 31, 2018.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3 / Renewal #2, effective upon the date of the last signature below.

Parrott Creek Child and Family Services, Inc.  
1001 Molalla Ave., Ste. 209  
Oregon City, OR 97045

Clackamas County Board of County  
Commissioners by:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Approved as to Form:

093633-18

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Oregon Business Registry #

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County Counsel

DNP – Oregon

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date



**OFFICE OF COUNTY COUNSEL**

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

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Board Order Delegating Decision Making Authority to a  
Hearings Officer for Matters Arising Under Section 6 of Clackamas County  
Service District No. 1's Rules and Regulations

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Improve efficiency in contested case hearings related to Section 6 of the Clackamas County Service District No. 1's Rules and Regulations
<b>Dollar Amount and Fiscal Impact</b>	The County is currently under contract with three hearings officers
<b>Funding Source</b>	Service District No. 1
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	Clackamas County has established Clackamas County Service District No. 1 under ORS 451. The service District has established Rules and Regulations.
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government
<b>Contact Person</b>	Stephen L. Madkour
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Clackamas County has established Clackamas County Service District No. 1 under ORS 451. The Board of County Commissioners serves as the district's governing body. The Service District has established Rules and Regulations, including Section 6 which sets forth an appeals process. The proposed Board Order would delegate authority to hear and decide appeals under Section 6 from the Board of County Commissioners to a hearings officer. The attached Board Order allows the three hearings officers currently under contract with the County to hear cases arising under Section 6 and to make decisions regarding these issues.

**RECOMMENDATION:**

County Counsel recommends approval of the attached board order.

Respectfully submitted,

  
Stephen L. Madkour  
County Counsel



In the Matter of Delegating  
Decision Making Authority to  
A Hearings Officer for Matters  
Arising Under Section 6 of  
Clackamas County Service  
District No. 1's Rules and  
Regulations

ORDER NO. 2017-\_\_\_\_\_

**WHEREAS**, Clackamas County has established Clackamas County Service District No. 1 under ORS 451. The Board of County Commissioners serves as the governing body of the Clackamas County Service District No. 1; and

**WHEREAS**, the Clackamas County Service District No. 1 has adopted a set of rules and regulations; and

**WHEREAS**, Section 6 of the district's rules and regulations sets forth an appeal process; and

**WHEREAS**, Clackamas County has under contract three hearings officers handling a variety of contested case type hearings; and

**WHEREAS**, the Board of County Commissioners finds that it is in the public interest to delegate decision making authority in these matters to a hearings officer;

**NOW, THEREFORE, IT IS HEREBY ORDERED** That the Board of County Commissioners sitting as the governing body of the Clackamas County Service District No. 1 hereby delegates decision making authority to a hearings officer for all matters arising under Section 6 of the Clackamas County Service District No. 1's Rules and Regulations.

ADOPTED this 13<sup>th</sup> day of July, 2017.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Board Order Delegating Decision Making Authority to a  
Hearings Officer for Matters Arising Under Chapter 2.01 of the County Code

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Improve efficiency in redemption of foreclosed property
<b>Dollar Amount and Fiscal Impact</b>	The County is currently under contract with three hearings officers.
<b>Funding Source</b>	County General Fund
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	The County has adopted Chapter 2.01 to allow for acceleration of redemption of foreclosed property in the event of waste and abandonment.
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

The purpose of County Code Chapter 2.01 is to accelerate redemption of foreclosed property in the event of waste and abandonment. The Code requires the Board to hold a public hearing to determine whether the property is subject to an accelerated redemption period. The proposed Board Order would delegate authority from the Board of County Commissioners to a hearings officer. The attached Board Order allows the three hearings officers currently under contract with the County to hear cases arising under Chapter 2.01 of the County Code and make decisions regarding these issues.

**RECOMMENDATION:**

County Counsel recommends approval of the attached board order.

Respectfully submitted,

  
Stephen L. Madkour  
County Counsel

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

In the Matter of Delegating  
Decision Making Authority to  
A Hearings Officer for Matters  
Arising Under Chapter 2.01 of  
The County Code



ORDER NO. 2017-\_\_\_\_\_

**WHEREAS**, Clackamas County has adopted Chapter 2.01 of the County Code to allow for the acceleration of redemption of foreclosed property in the event of waste and abandonment; and

**WHEREAS**, Chapter 2.01 of the Code provides for the Board of County Commissioners to hold a public hearing to determine whether the redemption period for property shall be accelerated; and

**WHEREAS** Clackamas County has under contract three hearings officers handling a variety of contested case type hearings; and

**WHEREAS**, the Board of County Commissioners finds that it is in the public interest to delegate decision making authority in these matters to a hearing officer;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Board of County Commissioners hereby delegates decision making authority to a hearings officer for all matters arising under Chapter 2.01 of the Clackamas County Code.

ADOPTED this 13<sup>th</sup> day of July, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

July 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Between Counties for Sharing  
Of Costs Associated with MERS Litigation

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Approve IGA
<b>Dollar Amount and Fiscal Impact</b>	Costs associated with prosecuting this case incurred by D'Amore Law Group will be divided proportionately by population among 13 counties. Clackamas County's initial portion of the fees is \$8,194.08, and the County will be responsible for 16% of any future costs.
<b>Funding Source</b>	County General Fund
<b>Duration</b>	The length of the litigation
<b>Previous Board Action</b>	The Board authorized retaining D'Amore Law Group to prosecute the case.
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government
<b>Contact Person</b>	Stephen Madkour, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

Clackamas County, along with 12 other Oregon counties, is currently a plaintiff in litigation against Mortgage Electronic Registration Systems, Inc. (MERS) and others for fraudulent misrepresentation/fraud, deceit, unjust enrichment/quasi-contract, negligence, and gross negligence. The prayer amount is \$50,000,000. The counties have employed the D'Amore Law Group to represent them in this suit. The purpose of the attached intergovernmental agreement is to divide the responsibility for costs of this litigation proportionately among the 13 counties based on population size as determined by Portland State University's 2016 census. Clackamas will be responsible for 16% of all costs based on its population.

**RECOMMENDATION:**

County Counsel recommends approval of the attached intergovernmental agreement.

Respectfully submitted,

  
Stephen L. Madkour  
County Counsel

## **INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTIES FOR SHARING OF COST ASSOCIATED WITH MERS LITIGATION**

This INTERGOVERNMENTAL AGREEMENT (IGA) is made by and between the undersigned Counties (the Parties). The parties have authority to enter into this Agreement pursuant to ORS 190.003.

### **1. PURPOSE**

The purpose of this IGA is to apportion and clarify the cost-sharing obligations of the County plaintiffs in ongoing litigation.

### **2. GENERAL**

- a. Clackamas County retained Tom D'Amore of the D'Amore Law Group to prosecute claims against various defendants for loss of county revenues associated with electronic filing of recording documents;
- b. As part of Clackamas' contractual obligations in retaining D'Amore is the responsibility for the payment of costs associated with prosecuting the claims;
- c. Since the filing of the litigation, various other Oregon Counties have elected to join Clackamas as plaintiffs in the litigation;
- d. Currently, the 13 undersigned Counties are plaintiffs in the case *County of Clackamas, et al v Mortgage Electronic Registration Systems, Inc., et al*, Multnomah County Case No. 16CV36390; and
- e. The parties agree that it is in the best interest of the Counties to join as plaintiffs in the lawsuit and share in the costs associated with the litigation.

### **3. COST-SHARING ALLOCATION**

- a. On May 15, 2017, the parties received a cost bill from D'Amore in the amount of \$51,213.00;
- b. The parties agree that an equal distribution of the costs of funding this litigation may disproportionately affect those counties with a smaller population and general fund operating budget;



- c. The parties agree that in the event of a recovery from any and all defendants, and prior to any disbursement to any plaintiff, that all costs incurred by any plaintiff in this litigation shall be reimbursed;
- d. This cost sharing IGA shall in no way alter or effect any plaintiff's obligation for the payment of attorney fees to D'Amore;
- e. The costs of the litigation shall be borne by the plaintiffs based on population;
- f. The population figures will be based on the most recent population census data provided by Portland State University;
- g. Based on the data provided, the cost will be borne according to the following distribution:

<b>County</b>	<b>Population</b>	<b>Cost Allocation</b>
Clackamas	404,980	16%
Clatsop	38,225	2%
Columbia	50,795	2%
Coos	63,190	3%
Crook	21,580	1%
Jackson	213,765	9%
Josephine	84,675	3%
Klamath	67,410	3%
Lane	365,940	15%
Linn	122,315	5%
Marion	333,950	14%
Washington	583,595	24%
Yamhill	104,990	4%
<b>Total</b>	<b>2,455,410</b>	<b>100%</b>

- h. This distribution allocation is based on the number of plaintiffs existing at the time of entering into this IGA. In the event that any additional plaintiff is joined in this litigation, then the allocations would be adjusted as set forth in this section. However, any new plaintiff would be responsible for reimbursing to the other plaintiffs the proportionate share of the costs that have been incurred up to the time of joining the litigation.

- i. This IGA may be modified, amended or repealed by the mutual written agreement of the parties.
- j. This IGA may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

The undersigned, on behalf of their respective Counties, agrees to the terms as set forth in this IGA and have executed this Agreement in duplicate as of the 13<sup>th</sup> day of July, 2017.

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Clackamas County

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Clatsop County

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Columbia County

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Coos County

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Crook County

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Jackson County

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Josephine County

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Klamath County

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Lane County

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Linn County

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Marion County

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Washington County

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Yamhill County