



AGENDA

Thursday, August 8, 2013 - 10:00 AM Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-70

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

III. READING AND ADOPTION OF PREVIOUSLY HEARD ZDO ORDINANCE *(No public testimony on this item)*

1. Adoption of Zoning & Development Ordinance **243** Amending Chapters of the Clackamas County Comprehensive Plan and Several Sections of the Clackamas County Zoning and Development Ordinance - *Previously Approved at the July 24, 2013 Land Use Hearing* (Stephen Madkour, County Counsel)

IV. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

V. 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 Study Session. 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

- 2 1. Approval of Renewal Grant Agreements with the US Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System - *Community Development*
- 3 2. Approval of a Sub-Recipient Agreement between the Community Development Division and Northwest Housing Alternatives to Fund the HomeBase Program in Clackamas County - *Community Development*

- 4 3. Approval of an Intergovernmental Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) for Operational Funding for the Catch-a-Ride Shuttle Service – *Social Services*

B. Finance Department

- 5 1. Resolution No. _____ for a Transfer of Appropriations for Fiscal Year 2013-2014
6 2. Resolution No. _____ for Budgeting of New Specific Purpose Revenue for Fiscal Year 2013-2014

VI. WATER ENVIRONMENT SERVICES

- 7 1. Approval of Release of All Claims from Ilya and Mariya Adamstev to Clackamas County Service District No. 1 for the North Clackamas Revitalization Project

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

<http://www.clackamas.us/bcc/business.html>



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OFFICE OF COUNTY COUNSEL

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

August 8, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

Adoption of Zoning and Development Ordinance 243, Miscellaneous ZDO Amendments

Purpose/Outcome	Amend the Comprehensive Plan and the Zoning and Development Ordinance
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	None anticipated
Duration	Indefinitely
Previous Board Action/Review	Board of County Commissioners held study sessions on June 11, 2013, and July 16, 2013, and public hearings on June 19, 2013, and July 24, 2013
Contact Person	Jennifer Hughes, 503-742-4518
Contract No.	None

BACKGROUND:

The Planning and Zoning Division has initiated a five-year work program to "audit" the Zoning and Development Ordinance (ZDO). The intent is to complete, by the end of the

five-year work program, a comprehensive review and proposed amendments for every section of the ZDO. This first year of the work program has focused on the county's industrial zoning districts, resulting in the consideration of amendments to permitted uses, dimensional standards, and development standards in all five of the County's industrial zones. Also included are proposals to make modest amendments to the Definitions, Landscaping, Signs, and Nonconforming Use sections of the ZDO and to amend the Comprehensive Plan to ensure consistency with the ZDO.

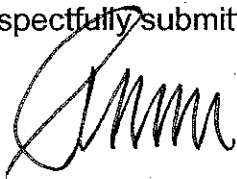
The amendments proposed for adoption by Ordinance were considered previously by the Board at two study sessions and two public hearings and remain largely unchanged from the final drafts included in the Board's final public hearing packet. In preparing the final documents for adoption, staff made housekeeping changes for consistency (e.g., using abbreviations in a consistent manner throughout the ZDO).

Also, references to retail and wholesale auto repair in Section 602 have been edited. At previous meetings, the Board discussed retail auto body repair/service in detail and directed staff to treat the use as it is currently treated in the urban industrial zones. All retail auto body repair/service will remain a conditional use in General Industrial and prohibited in Business Park and Light Industrial. However, wholesale auto body repair/service will be allowed.

RECOMMENDATION:

Staff recommends the Board adopt the attached ordinance.

Respectfully submitted,



Stephen L. Madkour
County Counsel

ORDINANCE NO. ZDO-243

An Ordinance amending Chapters 4 and 8 of the Clackamas County Comprehensive Plan and Sections 201, 503, 601, 602, 604, 834, 1005, 1009, 1010, 1015, 1016, 1206 and 1704 of the Clackamas County Zoning and Development Ordinance and repealing Sections 603 and 606 of the Clackamas County Zoning and Development Ordinance

WHEREAS, the approved work program for the Planning and Zoning Division includes a five-year audit of the Clackamas County Zoning and Development Ordinance intended to update, streamline and clarify the County's land use regulations; and

WHEREAS, the first year of the Zoning and Development Ordinance audit focused on the County's industrial zoning districts, resulting in a proposal to amend permitted uses, dimensional standards, and development standards in all five of the County's industrial zones; and

WHEREAS, the first year of the Zoning and Development Ordinance audit also included consideration of amendments to repeal or update several obsolete definitions; clarify that perimeter landscaping requirements apply to loading areas; reduce the front yard setback standard for certain types of signs; and allow nonconforming dwellings to be replaced, expanded or remodeled without review of an application for alteration of a nonconforming use; and

WHEREAS, amendments to the Comprehensive Plan are necessary to ensure continued consistency between the Comprehensive Plan and the Zoning and Development Ordinance; and

WHEREAS, it is a policy of the Board of County Commissioners to provide excellent public service to citizens and the development community, streamline permitting processes, encourage sound land use and development and improve the Comprehensive Plan and Zoning and Development Ordinance as necessary; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines and the Metro Urban Growth Management Functional Plan; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended adoption of some of the amendments included in ZDO-243, and rejection of others, on May 20, 2013; and

WHEREAS, the Board of County Commissioners held public hearings on June 19, 2013, and July 24, 2013; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

- Section 1:** Chapters 4, including Map IV-8, and 8 of the Clackamas County Comprehensive Plan are hereby amended as shown in Exhibit A, hereto attached.

- Section 2:** Sections 201, 503, 601, 602, 604, 834, 1005, 1009, 1010, 1015, 1016, 1206 and 1704 of the Clackamas County Zoning and Development Ordinance are hereby amended and Sections 603 and 606 of the Clackamas County Zoning and Development Ordinance are hereby repealed as shown in Exhibit B, hereto attached.

- Section 3:** This ordinance shall be effective on September 9, 2013.

ADOPTED this 8th day of August, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

August 8, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Renewal Grant Agreements with the U.S. Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System

Purpose/Outcomes	Approval of grant agreements with the US Department of Housing and Urban Development (HUD) for the Homeless Management Information System (HMIS), a required information system used by programs receiving Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funds to serve families and individuals who are homeless.
Dollar Amount and Fiscal Impact	The grant awards are \$30,548 and \$36,882 for a one-year period, respectively. Community Development has been receiving funding for HMIS through the CoC since 2007. The initial grant was for \$30,548 and is a renewal. The second HMIS grant, in the amount of \$36,882, is in its first year of renewal. The two grants will be combined after the agreements are executed. The grants require a 25% match or in-kind contribution, which is met with Emergency Solutions Grant (ESG) funds, totaling \$16,858. No County General Funds are involved.
Funding Source	HUD
Safety Impact	None
Duration	July 1, 2013 to June 30, 2014, with an option for renewal
Previous Board Action	Approval to apply for these grants was granted on November 29, 2012
Contact Person	Chuck Robbins, Director, Community Development Division – 503-650-5666
Contract No.	6350 and 6351


BACKGROUND:

The Homeless Management Information System (HMIS) is a web-based system that homeless assistance providers use to collect data, coordinate care, manage operations, and better serve people. HUD requires that all programs (excluding domestic violence providers) who receive HUD Continuum of Care and Emergency Solutions Grant funds use the system to receive funding. This includes both programs internal to H3S as well as programs operated by our nonprofit partners in the community. The HMIS is also used to report data on our Homeless Point in Time Count, Annual Homeless Assessment Report, and Continuum of Care application.

RECOMMENDATION:

We recommend the approval of this grant agreement and that Cindy Becker, Director of Health, Housing and Human Services is authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker, Director



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 SW 6th Avenue
Suite 700
Portland, OR 97204

Tax ID No.: 93-6002286
Project Location: 419005 (Clackamas County, OR)
Grant Number: OR0099L0E071205
Effective Date: 6/26/2013
DUNS No.: 096992656

2012 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Clackamas Dept. Health, Housing & Human Svcs (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2012 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
 - a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);

11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

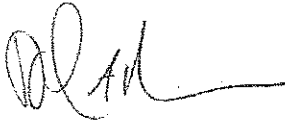
The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

June 26, 2013

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Cindy Becker, Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID Number: 93-6002286
Project Location: 419005 (Clackmas County, OR)
Grant Number: OR0099L0E071205
Effective Date: 6/26/2013
DUNS Number: 096992656

EXHIBIT 1
SCOPE OF WORK for FY2012 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2012 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$30,548 for project number OR0099L0E071205. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 28,550
j. Administration	\$ 1,998

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
400 SW 6th Avenue
Suite 700
Portland, OR 97204

Tax ID No.: 93-6002286
Project Location: 419005 (Clackmas County, OR)
Grant Number: OR0153L0E071201
Effective Date: 6/26/2013
DUNS No.: 096992656

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This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Clackamas Dept. Health, Housing & Human Svcs (the "Recipient").

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The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2012 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
 - a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);

11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.


The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

June 26, 2013

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Cindy Becker, Director

(Typed Name and Title of Authorized Official)

(Date)

Tax ID Number: 93-6002286
Project Location: 419005 (Clackmas County, OR)
Grant Number: OR0153L0E071201
Effective Date: 6/26/2013
DUNS Number: 096992656

EXHIBIT 1
SCOPE OF WORK for FY2012 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2012 Notice of Funds Availability.
2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$36,882 for project number OR0153L0E071201. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 34,470
j. Administration	\$ 2,412

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

August 8, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

**Approval of a Sub-recipient Agreement between
 the Community Development Division and Northwest Housing Alternatives
 to fund the HomeBase program in Clackamas County**

Purpose/Outcomes	The Northwest Housing Alternatives HomeBase program provides services to individuals and families who are either homeless or at risk of homelessness. Services help families assess their situations and make positive choices to stabilize their lives and families. Last year over 450 people in 150 families were assisted.
Dollar Amount and Fiscal Impact	\$25,000 of Community Development Block Grant Funds, \$100,000 of County General Funds for a total of \$125,000.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds and County General funds are involved.
Safety Impact	Improved safety for homeless persons and families.
Duration	July 1, 2013 to June 30, 2014
Previous Board Action	The Board approved the HomeBase program funding last year on September 27, 2012. 092712-A2 Board also approved this project as part of the 2013 Action Plan on May 2, 2013
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	6335

BACKGROUND: HomeBase program funding is used for administration, operations and public services to individuals, couples, and families with children who are homeless or at risk of becoming homeless. HomeBase program participants reside in Clackamas County and must have a household income of less than 30% of the Area Median Income. Services include case management and financial assistance for rent and move in costs. Case management services will continue for a minimum of three months after the conclusion of any form of financial assistance.

RECOMMENDATION:

Staff recommends the Board approval of this Sub-recipient Agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director

SUBRECIPIENT AGREEMENT
Between
CLACKAMAS COUNTY, OREGON
And
NORTHWEST HOUSING ALTERNATIVES
AN OREGON NON- PROFIT CORPORATION

1. Purpose

- 1.1 This Agreement is entered into between Clackamas County (GRANTEE) and Northwest Housing Alternatives (SUBRECIPIENT) to provide a basis for a cooperative working relationship for the purpose of funding the **HomeBase Program** operations, staffing and financial assistance to eligible residents of Clackamas County (PROJECT).
- 1.2 HomeBase is a program that helps families and individuals become self-sufficient and stable in permanent housing through eviction prevention, rapid re-housing, and supportive case management services.
- 1.3 Northwest Housing Alternatives is an Oregon nonprofit corporation organized under the provisions of ORS Chapter 61 for the purpose of providing housing and related services to households of low and moderate-income.
- 1.4 Clackamas County has applied for and expects to receive Community Development Block Grant (CDBG) funds, Catalog of Federal Domestic Assistance Number 14-218, from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (ACT) and regulations adopted under the ACT at 24 CFR Part 570, as amended.
- 1.5 Clackamas County is designating Northwest Housing Alternatives as a Subrecipient pursuant to 24 CFR 570.500 (c).
- 1.6 In response to a Congressional directive, Clackamas County is requiring all recipients of homeless assistance funding to participate in the Homeless Management Information System (HMIS). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of men, women and children experiencing homelessness.

2. Scope of Cooperation:

- 2.1 The parties agree that, notwithstanding any other terms, conditions or provisions of this Agreement, their obligations and conduct with respect to CDBG funds under this Agreement shall be in accordance with and shall be subject to the provisions of the CDBG program as now in effect and as may be amended from time to time.
- 2.2 The SUBRECIPIENT agrees to use CDBG funds provided pursuant to this Agreement for eligible activities as described in 24 CFR 570.201 (c), and agrees not to use such funds for any ineligible activity described in 24 CFR 570.207.
- 2.3 The SUBRECIPIENT shall expend all funds to benefit either homeless persons, or persons at imminent risk of becoming homeless. Documentation shall be provided through submission of

monthly HMIS reports on all HomeBase activities. The report shall be submitted to the GRANTEE within 15 days of the end of each month.

- 2.4 The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within ten (10) days after being notified by the GRANTEE, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- 2.5 The GRANTEE agrees to apply for and administer CDBG funds received under the ACT, and to provide funds to the SUBRECIPIENT pursuant to this Agreement.
- 2.6 As a requirement of the receipt of CDBG funds the SUBRECIPIENT agrees to participate in the implementation, administration and evaluation of the Homeless Management Information System.
- 2.7 HMIS Reporting. The SUBRECIPIENT will comply with:
 - 2.7.1 Current HMIS Policy & Procedures;
 - 2.7.2 HMIS Participation Agreement; and
 - 2.7.3 HMIS Home base reporting requirements.

3. Project Budget

- 3.1 The GRANTEE shall provide the SUBRECIPIENT an amount not to exceed \$25,000 of Community Development Block Grant (CDBG) funds for eligible PROJECT expenditures. The CDBG obligations of the GRANTEE are expressly subject to the GRANTEE receiving funds from HUD for this project, and in no event shall the GRANTEE'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- 3.2 The SUBRECIPIENT shall use CDBG funds provided under this Agreement for eligible activities under 24 CFR 570.201 (e) and within the limitations of 24 CFR 570.503 and the allowable costs in accordance with the provisions of 24 CFR 570.502 (b).
- 3.3 The GRANTEE will pay the SUBRECIPIENT on a cost reimbursement basis for all eligible program costs and services included in the Scope of Work (ATTACHMENT A). The SUBRECIPIENT shall submit a signed request for reimbursement form each month. The request for reimbursement must include the following:
 - 3.3.1 Demographic information for each assisted household per HMIS reporting requirements.
 - 3.3.2 Summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice. The monthly invoice is attached (ATTACHMENT C).
 - 3.3.3 Information on the household demographics HMIS reports, the source documentation and the summary of expenses incurred for each specific household must all correlate
- 3.4 The SUBRECIPIENT must submit the monthly invoice to the County on the 15th day after the end of the month, starting with the month in which the Agreement was signed.
- 3.5 The County will make payment to the SUBRECIPIENT as soon as practicable but not more than 30 days after said invoice and reports are received and approved by the County.

3.6 The SUBRECIPIENT will provide documentation to the County at project completion showing that:

- 3.6.1 The project activities were completed in accordance with this Agreement
- 3.6.2 The sources and value of its contribution to the project are reported on a Matching Funds Report. (See ATTACHMENT E).

3.7 The SUBRECIPIENT may begin accruing expenditures against this grant on July 1, 2012. Reimbursement shall not occur until the GRANTEE has received notification of grant award from HUD and approval of this Agreement.

3.8 The SUBRECIPIENT shall submit a copy of its annual audit prepared in accordance with the requirements in 24 CFR 570.610.

4. Liaison Responsibility

- 4.1 Angela Trimble will act as liaison from the SUBRECIPIENT for this Project.
- 4.2 Mark Sirois will act as liaison from the GRANTEE.

5. General Conditions

5.1 **Federal, State and Local laws.** The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5.2 **Non-profit Status.** The SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:

- 5.2.2. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
- 5.2.3. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
- 5.2.4. That it has an accounting system and a voluntary board; and
- 5.2.5. That it practices nondiscrimination in the provision of assistance to the homeless.

5.3 **Independent Agreementor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent Agreementor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient

5.4 **Indemnification.** The SUBRECIPIENT agrees to indemnify, save harmless and defend the GRANTEE, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the SUBRECIPIENT or the employees of the SUBRECIPIENT.

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- 5.5 **Debt Limitation.** This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the GRANTEE are also expressly subject to the GRANTEE receiving funds from HUD for this project and in no event shall the GRANTEE's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- 5.6 **Workers' Compensation.** The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 5.7 **Insurance.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of 24 CFR 84, Bonding and Insurance. The SUBRECIPIENT will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected SUBRECIPIENT property. The SUBRECIPIENT will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
- 5.8 **Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- 5.9 **Nonsubstituting for Local Funding.** The funding made available under this Agreement shall not be utilized by the SUBRECIPIENT to reduce substantially the amount of local financial support for homeless assistance activities below the level of such support prior to the availability of funds under this Agreement.
- 5.10 **Evaluation.** The SUBRECIPIENT agrees to participate with the GRANTEE in any evaluation project or performance report, as designed by the GRANTEE or the appropriate Federal department, and to make available all information required by any such evaluation process.
- 5.11 **HMIS.** The SUBRECIPIENT will participate in and comply with efforts to fulfill HUD requirements to produce valid reports in the Homeless Management Information System.
- 5.12 **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- 5.13 **Debarred, Suspended or Ineligible Agreementors.** SUBRECIPIENT agrees to comply with the provisions of 24 CFR Part 84.13 relating to the employment, engagement of services, awarding of Agreements, or funding of any; Agreementors or subAgreementors during any period of debarment, suspension, or placement in ineligibility status.
- 5.14 **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.
- 5.15 **Procurement.** The SUBRECIPIENT shall comply with the procurement standards applying to subrecipients contained in 24 CFR Part 84 which include:

- 5.15.1 Part 84.42, Standards of conduct governing the performance of its employees engaged in the award and administration of Agreements;
- 5.15.2 Part 84.43, Procurement transactions to be conducted in a manner to provide, to the maximum extent practicable, open and free competition;
- 5.15.3 Part 84.44, Established written procurement procedures;
- 5.15.4 Part 84.45, Cost and price analysis;
- 5.15.5 Part 84.46, Procurement records; and
- 5.15.6 Part 84.47, Agreement administration.

6. Administrative Requirements

6.1. Financial Management

- 6.1.1. Accounting Standards. The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all cost incurred.
- 6.1.2. Cost Principles. The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122 "Cost Principles for Non-Profit Organizations," or A-21 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If the SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.

6.2. Documentation and Record-Keeping

- 6.2.1. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:
 - 6.2.1.1. Records providing a full description of each activity undertaken;
 - 6.2.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - 6.2.1.3. Records required to determine the eligibility of activities;
 - 6.2.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - 6.2.1.5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 6.2.1.6. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
 - 6.2.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- 6.2.2. **Retention.** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 6.2.3. **Client Data.** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request.
- 6.2.4. **Disclosure.** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 6.2.5. **Property Records.** The SUBRECIPIENT shall maintain real property inventory records with clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- 6.2.6. **Close-Outs.** The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE), and determining the custodianship of records.
- 6.2.7. **Audits & Inspections.** All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GRANTEE, their designees or the Federal Government, at any time during normal business hours, as often as the GRANTEE deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current GRANTEE policy concerning SUBRECIPIENT audits and, as applicable OMB Circular A-133.

6.3. Reporting and Payment Procedures

- 6.3.1. **Program Income.** The SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the GRANTEE at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the GRANTEE.
- 6.3.2. **Indirect Cost.** If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.
- 6.3.3. **Payment Procedures.** The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with an approved budget and GRANTEE policy concerning payments. Payments will be made for eligible expenses actually paid by the SUBRECIPIENT (reimbursement). Payments will be adjusted by the GRANTEE in accordance with program income balances available in SUBRECIPIENT accounts. In addition, the GRANTEE reserves the right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

6.4. Procurement

- 6.4.1. **Compliance.** The SUBRECIPIENT shall comply with current GRANTEE policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the GRANTEE upon termination of this Agreement.
- 6.4.2. **OMB Standards.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.
- 6.4.3. **Travel.** The subrecipient shall obtain written approval from the GRANTEE for any travel outside the metropolitan area with funds provided under this Agreement.

7. Relocation, Real Property Acquisition And One-For-One Housing Replacement

- 7.1 The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a

direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions and policies concerning the displacement of persons from their residences.

8. Personnel & Participant Conditions

8.1. Civil Rights

8.1.1. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

8.1.2. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.

8.1.3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

8.1.4. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

8.2. Affirmative Action

8.2.1. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEE's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

- 8.2.2. **W/MBE.** The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 8.2.3. **Access to Records.** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subAgreementors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 8.2.4. **Notifications.** The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, to provided by the agency Agreementing officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 8.2.5. **EEO/AA Statement.** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- 8.2.6. **SubAgreementing Provisions.** The SUBRECIPIENT will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subAgreement or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subAgreements.
- 8.3. Employment Restrictions
- 8.3.1. **Prohibited Activity.** The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- 8.3.2. **Labor Standards.** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request. The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance

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provided under this Agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

8.3.3. "Section 3" Clause

8.3.3.1. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subAgreementors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subAgreementors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no Agreemental or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subAgreements executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within

the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no Agreemental or other legal incapacity exists which would prevent compliance with these requirements.

- 8.3.3.2. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 8.3.3.3. **SubAgreements.** The SUBRECIPIENT will include this Section 3 clause in every subAgreement and will take appropriate action pursuant to the subAgreement upon a finding that the subAgreementor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subAgreement with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subAgreement unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

8.4. Conduct

- 8.4.1. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- 8.4.2. SubAgreements
- 8.4.2.1. **Approvals.** The SUBRECIPIENT shall not enter into any subAgreements with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- 8.4.2.2. **Monitoring.** The SUBRECIPIENT will monitor all subAgreemented services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
- 8.4.2.3. **Content.** The SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subAgreement executed in the performance of this Agreement.
- 8.4.2.4. **Selection Process.** The SUBRECIPIENT shall undertake to insure that all subAgreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subAgreements shall be forwarded to the GRANTEE along with documentation concerning the selection process.

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- 8.4.3. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- 8.4.4. **Lobbying.** The SUBRECIPIENT hereby certifies that:
- 8.4.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of a Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement;
 - 8.4.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 8.4.4.3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - 8.4.4.4. Lobby Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 8.4.5. **Copyright.** If this Agreement results in any copyrightable materials or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- 8.4.6. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

9. Amendment

- 9.1. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing,

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signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

9.2. The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both GRANTEE and SUBRECIPIENT.

10. Term of Agreement

10.1. This Agreement becomes effective when it is signed by both Parties.

10.2. The term of this Agreement is July 1, 2013 to June 30, 2014.

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

- 10.3.1. Written notice provided by the GRANTEE in accordance with 24 CFR 85.43 resulting from material failure by the SUBRECIPIENT to comply with any term of this Agreement, or;
- 10.3.2. Mutual agreement by the GRANTEE and SUBRECIPIENT in accordance with 24 CFR 85.44. See ATTACHMENT D

10.4. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG or County General funds shall remain with the GRANTEE.

Northwest Housing Alternatives

**CLACKAMAS COUNTY
BOARD OF COMMISSIONERS**

Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of:



Martha McLennan, Director

Date

7/9/2013

Signing on Behalf of the Board:

Cindy Becker, Director
Department of Health, Housing and
Human Services

Date

ATTACHMENT A
Scope of Work & Budget

I. Scope of Work

Agency agrees to accomplish the following work under this contract:

- A. Provide services to individuals, couples, and families with children who are homeless or at risk of becoming homeless under the HomeBase Program. To be eligible program participants the household must reside in Clackamas County and must be at or below 30% of the Area Median Income.
- B. Eligible Services will include the provision of financial assistance, case management services, and program administration.
 - 1. Financial assistance will be determined on a case by case basis and may include:
 - (a) assistance with current or past due rent;
 - (b) assistance with current or past due utility bills
 - (c) rent or utility arrears from prior housing units
 - (d) security or utility deposits
 - (e) temporary storage costs
 - (f) moving cost assistance
 - 2. Case management assistance will be determined on a case by case basis. Case management services will continue for a minimum of three months after the conclusion of any form of financial assistance. Case management services may include:
 - (a) assessment and case planning
 - (b) information and referral
 - (c) housing search and placement
 - (d) skills training
 - (e) credit repair
 - 3. Administration may include reasonable costs related to overall program management, coordination, monitoring and evaluation. Such costs may include salaries, wages, and related costs of staff conducting the following types of assignments:
 - (a) Developing systems for assuring compliance with program requirements;
 - (b) Monitoring program activities for progress and compliance with program requirements;
 - (c) Preparing reports and other documents related to the program for submission to HUD;
 - (d) Coordinating the resolution of audit and monitoring findings;
Evaluating program results against stated objectives;
 - (e) Data collection and reporting of accomplishments using the HMIS System (including participant demographics, services provided and outcomes).
- C. It is expected that the financial assistance funding under this contract will provide assistance to approximately 30 households of the estimated 170 total households served by HomeBase in the year.
- D. Services to clients will be limited to the July 1, 2013 to June 30, 2014 contract performance period.

II. Budget

- A. The total compensation under this contract shall not exceed \$125,000, with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

Program Costs	County Funds	CDBG
Financial Assistance	\$63,000	
Case Management	\$22,000	\$25,000
Administration	<u>\$15,000</u>	
	\$100,000	\$25,000
Total	\$125,000	

ATTACHEMENT B
NHA - HMIS REPORTS DUE TO CLACKAMAS COUNTY SSD & CD
FY July, 2013 through June, 2014

Agency	Program	Fund Source	Report	ART Folder	ART Prompts	Frequency	Send To
NHA	Annie Ross Emergency	ESG, SHAP, EHA	Program Daily Census (Tabs I, J, and K)	Public Folder > Provider Information	EDA Provider: -Default Provider-; <u>Enter Report Start Date</u> : 1st day of month reporting on; <u>Enter Report End Date</u> : 1st day of next month; <u>Enter Program Capacity</u> : 16; <u>Enter Providers for Report</u> : NHA AR Emergency Clackamas SP	Monthly	Elizabeth Gomez and Margie James
NHA	HomeBase	CGF, CDBG	7b. STRA Monitoring (ST)	Public Folders > STRA - Short Term Rental Assistance	EDA Provider: -Default Provider-; <u>Provider(s)</u> : NHA HomeBase Financial Clackamas SP; <u>Start Date</u> : 1 st day of the quarter; <u>End Date</u> : 1st day of the next quarter	with Invoice	Mark Sirois
NHA	HomeBase	HOME	7b STRA Monitoring (ST) (<i>Sent to County with: 1. Cover Letter showing total being requested, 2. General Ledger, 3. Source Documentation and 4. TBRA IDIS Set Up spreadsheet (for families new each quarter)</i>)	Public Folders > STRA - Short Term Rental Assistance	EDA Provider: -Default Provider-; <u>Provider(s)</u> : NHA HomeBase Financial Clackamas SP; <u>Start Date</u> : 1st day of the quarter; <u>End Date</u> : 1st day of the next quarter	Quarterly	Gloria Lewton

ATTACHMENT C – Invoice cover sheet

Agency Name: Northwest Housing Alternatives

Address

address

Phone _____

INVOICE FOR REIMBURSEMENT FOR Homebase Program

Please attach copies of receipts or checks for back up documentation

**MONTH SERVICES
PROVIDED:**

INVOICE DATE:

	County Funds	CDBG	Total
FINANCIAL ASSISTANCE			
Rental assistance			\$0.00
Security and utility deposits			\$0.00
Utility payments			\$0.00
Moving			\$0.00
Temporary Storage			
Subtotal:			\$0.00
HomeBase Program OPERATIONS			
Staffing		=	\$0.00
Admin		=	\$0.00
other		=	\$0.00
Subtotal:			\$0.00
	County Funds	CDBG	
TOTAL REQUEST FOR REIMBURSEMENT:			\$0.00

I certify that these expenditures are for CDBG eligible activities, CDBG eligible participants, and meet the intent of the HomeBase Recipient Agreement with the County.

Printed name/Signature/Authorized Agency Representative / Title

Date

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

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

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

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

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

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

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

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

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

ATTACHMENT E

CDBG Project Matching Funds Report

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

2012-13 CDBG Funds	\$25,000
--------------------	----------

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
County General Funds	\$ 100,000
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

Prepared By: _____

Signature

Date

August 8, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Tri-County Metropolitan
Transportation District of Oregon (TriMet) for Operational Funding for
The Catch-a-Ride Shuttle Service

Purpose/Outcomes	Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) for operational funding of the Catch-a-Ride shuttle program that provides rides to low-income job-seekers without access to public transit
Dollar Amount and Fiscal Impact	The maximum agreement is \$25,000 and will be used to pay for drivers, dispatch staff, fuel, volunteer mileage reimbursement and other operating expenses. No match is required.
Funding Source	Federal Transit Administration Jobs Access Reverse Commute program
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

This agreement is for Clackamas County Social Services Division to receive funds to help pay for drivers, dispatch staff, fuel, volunteer mileage reimbursement and other operating expenses associated with the Catch-a-Ride (CAR) program. The CAR provides rides to low income households to get to work if they are not close enough to public transit.

Clackamas County Social Services has received Jobs Access and Reverse Commute funds to help job seekers for over 5 years. TriMet receives and distributes these funds through a competitive process for the Federal Transit Administration.

RECOMMENDATION:

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

Respectfully submitted,

Cindy Becker, Director

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY
METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) AND
CLACKAMAS COUNTY SOCIAL SERVICES TO DISBURSE JOB ACCESS REVERSE
COMMUTE FUNDS**

PARTIES:

1. The Tri-County Metropolitan Transportation District of Oregon ("TriMet" or "Recipient").
2. Clackamas County Social Services ("Subrecipient" or "Contractor").

RECITALS:

A. In the reauthorization of the Transportation Bill (SAFETEA-LU) signed into law on August 10, 2005, federal funding was established for local programs that offer job access and reverse commute (JARC) services to provide transportation for low income individuals who may live in the city core and work in suburban locations.

B. In January 2007, TriMet was formally designated by the Governors of Oregon and Washington as the direct recipient of the Oregon portion of federal JARC funds allocated to the Portland area under SAFETEA-LU.

C. Pursuant to federal requirements, a competitive selection process has been conducted and Subrecipient was selected for project funding by the Regional Job Access Advisory Committee.

D. The Federal Transit Administration (FTA) has made JARC funding available to Subrecipient for the approved Project.

E. TriMet and Subrecipient enter into this subrecipient agreement for the purpose of disbursing the JARC funds to Subrecipient for Subrecipient's accomplishment of the Project.

F. TriMet and the Subrecipient are authorized to enter into this Agreement by ORS Chapter 190.

AGREEMENTS:

1. General

A. This Agreement consists of this document and other documents referenced herein. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the FTA Master Grant Agreement ("MA") between TriMet and FTA; (2) 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; (3) OMB Circular A-87, Cost Principles Applicable to Grants and Agreements with State and Local Governments; (4) FTA Circular 4220.1E regarding third party contracting; (5) FTA Circular 5010.1C., regarding grant administration, and (6)

2007-08 Federal Fiscal Year Certifications and Assurances for Federal Transit Administration Assistance Programs, and (6) the TriMet Disadvantaged Business Enterprise Program Description and Guidelines ("DBE Program").

B. Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, attached and hereby incorporated, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between FTA and TriMet, and shall be amended to incorporate those changes.

C. Subrecipient agrees that TriMet rights of audit and review under Paragraph 2 of this Agreement specifically include Recipient's financial records, management and program systems and any associated records. Recipient shall comply with any monitoring and audit requirements established by TriMet pertaining to this Agreement.

D. Subrecipient shall not enter into subcontracts for performance of work under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.

(1) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement or the FTA-assisted project for which this work is performed. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

(2) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

(3) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

E. Subrecipient and TriMet acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express

written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, TriMet or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.

F. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that none of Subrecipient, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by TriMet that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

G. The Lobbying Certificate attached hereto as Exhibit C, the Non-Discrimination Assurance set forth as Exhibit D, and the Background Check Requirements set forth in Exhibit E are incorporated into and made part of this Agreement.

2. Inspection of Records and Services

A. Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project (three [3] years for federal retention requirements and an additional [3] years for State retention requirements) or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government or TriMet may require. Subrecipient shall permit TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by TriMet, Subrecipient shall provide TriMet access to and shall provide a copy of records maintained by Subrecipient under this Agreement.

B. Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$500,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular A-133, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to TriMet Accounting, 4012 SE 17th Avenue, Portland, OR 97202, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement.

C. Subrecipient shall at Subrecipient's expense, submit to TriMet Accounting, 4012 SE 17th Avenue, Portland, OR 97202, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to TriMet Accounting at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this

Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

D. Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.

E. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

F. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

Subrecipient shall submit quarterly reports to TriMet's Project Manager, Dan Marchand, TriMet, 4012 SE 17th Avenue, HS, Portland, Oregon 97202. Quarterly reports shall be due 14 days after the end of the quarter, which end as follows: June 30, September 30, December 31, and March 31.

Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. TriMet may require additional reporting information from the Subrecipient.

4. Withholding of Funds

TriMet may withhold payment of funds if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require TriMet to reimburse funds to FTA or otherwise incur costs from FTA withholding of funds, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by TriMet.

5. Independent Contractor/Indemnification

A. Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers

compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of TriMet as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

B. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, Subrecipient agrees to fully indemnify, hold harmless and defend TriMet, its directors, 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 attorneys fees, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement.

C. Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend TriMet, its directors, 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 investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.

6. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2).

7. Insurance

During the term of this contract, Contractor shall purchase and maintain any insurance required by this contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to TriMet within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify TriMet for any liability or damages that TriMet may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below:

(1) Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

\$1,000,000.00 per occurrence, bodily injury and property damage; and
\$1,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

(2) **Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

(3) **Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000 each accident
- (b) Bodily Injury by Disease \$1,000,000 each employee
- (c) Bodily Injury by Disease: \$1,000,000 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of TriMet to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of TriMet to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) TriMet and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give TriMet not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet TriMet's A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;

- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract;
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

8. Termination

TriMet may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by TriMet, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or 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 TriMet fails to correct such failures within 10 days or such longer period as TriMet may authorize;
- C. TriMet fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if TriMet determines to terminate for its own convenience;
- D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- E. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- F. Subrecipient takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

9. Compliance with Laws

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the project hereunder.

10. Funding

Subrecipient shall submit monthly bills to TriMet for project expenses incurred. The maximum funding to be disbursed to Subrecipient is \$25,000, as outlined in Exhibit B.

11. Term

This Agreement shall begin on July 1, 2013, and shall remain in effect through June 30, 2014, unless

terminated sooner under the provisions of this Agreement.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

TriMet:

Dan Marchand
TriMet, HS
4012 SE 17th Avenue
Portland, OR 97202

Subrecipient:

Teresa Christopherson
Clackamas County Social Services
PO Box 2950
Oregon City, OR 97045

13. No Third-Party Beneficiary

TriMet and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

14. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

15. Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and the venue of the Multnomah County Circuit Court.

16. Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

17. Entire Agreement/Authority

This Agreement and the Attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of

this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by TriMet of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

18. CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

APPROVALS:

**Tri-County Metropolitan
Transportation District of Oregon**

Clackamas County Social Services

By: _____
Mary Talentinow Contract Administrator

By: _____

By: _____

Approved as to Form:

By: _____
Jim Olson, Contract Administrator

By: _____

EXHIBIT A

SCOPE OF SERVICES - CLACKAMAS COUNTY JARC SERVICES

Included in the Job Access plan is improving the mobility of low-income residents in Clackamas County.

Catch-a-Ride Shuttle Service: \$25,000

Clackamas County will:

- Provide essential transportation services to qualified low-income individuals and a work-training program for drivers.
- Provide connectivity to fixed route transit and other services for the residents of public housing in Oregon City, Milwaukie, and other nearby low-income housing sites.
- Provide at least one (1) 15-passenger van, owned and maintained by the Transportation Reaching People (TRP) program, to provide rides in the Milwaukie and Oregon City routes. Drivers, both volunteer and paid, are participants in the Driver Certification program offered through CCSS and will receive and successfully complete extensive training.
- Provide services from 8:00 AM to 5:00 PM, Monday through Friday, and be available to meet the transportation needs of 567 very low income households of public housing residents in Oregon City and Milwaukie, as well as low-income, scattered-site housing in designated urban areas of Clackamas County. Additional rides may be provided at other times.
- Provide rides directly to the rider's destination or drop them off (and pick up) at fixed route service access points, such as the Oregon City Transit Center.
- Provide approximately 125 rides per month. Approximately 90% of these rides are expected to be work and school related.
- This service shall not duplicate any existing TriMet service.

EXHIBIT B

FUNDING INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This agreement is financed by the funding source indicated below:

Federal Program or Title: (Federal funds available through)

Job Access Reverse Commute

Federal Catalogue Number: 20.516

Federal Grant Number: OR-37X009

Expected Federal Funding:

\$25,000 in federal fiscal year 2013-14, subject to appropriation.

Federal Funding Agency:

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT C
CONTRACT NO. JO140191JO
LOBBYING CERTIFICATE

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

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

Clackamas County Social Services

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT D
CONTRACT NO. JO140191JO
NON-DISCRIMINATION ASSURANCE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA

may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1B "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by TriMet pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as TriMet deems appropriate.

EXHIBIT E
CONTRACT NO. JO140191JO
BACKGROUND CHECK REQUIREMENTS

Subrecipient shall comply with the following prerequisite requirements for any person operating a vehicle under this Agreement.

(1) DMV

Subrecipient shall verify that drivers have an appropriate and valid Oregon driver's license. Subrecipient shall verify that a driver has had no more than three moving violations and/or accidents within the last three years, and that the applicant or employee has had not more than two moving violations, two accidents, or a combination of more than two moving violations and/or accidents within the last 12 months. Verification consists of a three-year personal driving record check and a three-year commercial or business driving record check, or a five-year combined check.

(2) Criminal Background Checks

Subrecipient shall utilize only drivers for whom a criminal background check has been completed in accordance with this paragraph. As a condition of employment, Subrecipient shall verify driver criminal background through: (a) Oregon State Police Records; (b) Oregon Judicial Information Network review; or (c) Any official federal, state or local law enforcement verification procedure that will provide a comprehensive review of Oregon Criminal Records.

Criminal background information shall be evaluated in accordance with Table D below identifying Crimes Affecting Fitness for Employment. Any exceptions to the General Guidelines may be made only with prior written approval of TriMet. As indicated on Table D, convictions that affect disqualification for employment include convictions for crimes which impact public safety, property or life, crimes against persons, or drug related offenses. Subrecipient shall provide TriMet's Project Manager a record of the criminal background check verification.

Subrecipient shall provide all necessary and required documentation, information and assistance to meet the verification requirements. Among other remedies available to TriMet, Subrecipient shall not be reimbursed for any services provided by drivers who have not been verified in accordance with this paragraph.

TriMet in its sole discretion may change the requirements of this paragraph at any time, which shall be effective upon written notification from TriMet.

(3) Employment

Subrecipient shall utilize only drivers for whom prior employment reference checks have been performed for the past ten years.

TABLE E
General Guidelines
Crimes Affecting Fitness for Employment

Type of Offense	Class of Offense	Time Frame to Consider
Offenses against persons*	Class A felony Class B or C felony Class A, B or C misdemeanor	Forever 15 years 10 years
Offenses against property	Class A felony Class B or C felony Class A, B or C misdemeanor	15 years 10 years 5 years
Offenses involving fraud or deception	Class C felony Class A, B or C misdemeanor	10 years 5 years
Offenses against public order; firearms and other weapons; racketeering*	Class A felony Class B or C felony Class A, B or C misdemeanor	15 years 10 years 5 years
Offenses against public health, decency, and animals*	Class A felony Class C felony Class A, B or C misdemeanor	15 years 10 years 5 years
Controlled substances, illegal drug cleanup, paraphernalia, precursors	Class A felony Class B or C felony Class A, B or C misdemeanor	15 years 10 years 5 years
All other crimes under Oregon Revised Statutes (ORS)	Class C felony Class A, B or C misdemeanor Traffic Crime	10 years 5 years
<p>NOTE: Failure to disclose a conviction of a criminal offense or crime will result in disqualification from employment.</p> <p>* For offenses marked by an asterisk, the General Manager will not make exceptions to the <i>General Guidelines</i> set forth above.</p>		



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

August 08, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2013-2014**

Purpose/Outcome	Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$155,000.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Original Adopted Budget June 27, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.450. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Nondepartmental is transferring from materials and services to an interfund transfer to the Capital Projects Fund to cover moving and remodeling costs at the Shaver and Brooks Buildings.

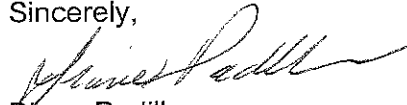
The Resolution Services Fund is transferring from materials and services to personnel services to reestablish a part-time human services assistant position previously removed due to budgetary constraints.

The Capital Projects Fund is recognizing the interfund transfer from the General Fund above and also transferring from contingency to capital outlay to purchase two lots in Oregon City.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Padilla".

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2013-14



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2013 through June 30, 2014, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund - Nondepartmental
- . Resolution Services Fund
- . Capital Projects Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2013 through June 30, 2014.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

GENERAL FUND -NONDEPARTMENTAL

Decrease:		
Expenses		
Materials & Services	\$	155,000.
Total	\$	<u>155,000.</u>
Increase:		
Expenses		
Interfund Transfer	\$	155,000.
Total	\$	<u>155,000.</u>

Transferring from materials and services to an interfund transfer to the Capital Projects Fund to cover moving and remodeling costs at the Shaver and Brooks Buildings.

RESOLUTION SERVICES FUND

Decrease:		
Expenses		
Materials & Services	\$	28,843.
Total	\$	<u>28,843.</u>
Increase:		
Expenses		
Personnel Services	\$	28,843.
Total	\$	<u>28,843.</u>

Transferring from materials and services to personnel services to reestablish a part-time human services assistant position previously removed due to budgetary constraints.

CAPITAL PROJECTS FUND

Increase:		
Revenues		
Interfund Transfer	\$	155,000.
Total	\$	<u>155,000.</u>
Decrease:		
Expenses		
Contingency	\$	175,000.
Total	\$	<u>175,000.</u>
Increase:		
Expenses		
Capital Outlay	\$	330,000.
Total	\$	<u>330,000.</u>

Recognizing the interfund transfer from the General Fund above and also transferring from contingency to capital outlay to purchase two lots in Oregon City.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

August 08, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2013-2014**

Purpose/Outcome	Budget changes for Clackamas County FY 2013-2014
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$269,123.
Funding Source	Includes Federal and State Operating Grants and Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2013-June 30, 2014
Previous Board Action/Review	Original Adopted Budget June 27, 2013.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.326, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Community Corrections Fund is recognizing HOPE grant revenue and budgeting it in personnel services for one full-time Parole Probation Officer.

The Social Services Fund is recognizing additional State of Oregon Development Disability Program revenue and budgeting it in personnel services to hire two additional full-time case managers for this program.

The effect of this Board Order is an increase in appropriations of \$249,114 including new revenues as detailed below:

Federal Operating Grants	\$ 106,746.
State Operating Grants	<u>142,368.</u>
Total Recommended	<u>\$ 249,114.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Padilla", with a long horizontal flourish extending to the right.

Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2013-14



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2013 through June 30, 2014, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Community Corrections Fund
- . Social Services Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2013 through June 30, 2014.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Federal Operating Grants	\$ 106,746.
State Operating Grants	<u>142,368.</u>
Total Recommended	<u>\$ 249,114.</u>

COMMUNITY CORRECTIONS FUND

Revenue:	
Federal Operating Grants	\$ 106,748.
Total	<u>\$ 106,748.</u>
Expense:	
Personnel Services	\$ 106,748.
Total	<u>\$ 106,748.</u>

Community Corrections Fund is recognizing HOPE grant revenue and budgeting it in personnel services for one full-time Parole Probation Officer.

SOCIAL SERVICES FUND

Revenue:	
State Operating Grants	\$ 142,368.
Total	<u>\$ 142,368.</u>
Expense:	
Personnel Services	\$ 142,368.
Total	<u>\$ 142,368.</u>

Social Services Fund is recognizing additional State of Oregon Development Disability Program revenue and budgeting it in personnel services to hire two additional full-time case managers for this program.



Beyond clean water.

7

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

August 8, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Release of All Claims, from Ilya and Mariya Adamtsev to
Clackamas County Service District No. 1 North Clackamas Revitalization Project – Phase I

Purpose/Outcomes	Releases Clackamas County Service District #1 (District) from any further claims or obligations concerning post-construction restoration on Adamtsev property, relative to North Clackamas Revitalization Project (NCRA) construction impacts.
Dollar Amount and Fiscal Impact	The full compensation for this Release of All Claims is \$1,080.
Funding Source	CCSD#1 Fiscal Year 2012-2013 sewer construction funds - no County General Funds are involved.
Safety Impact	None
Duration	N/A
Previous Board Action	The original NCRA Phase I construction contract was approved by the Board of County Commissioners on December 10, 2009.
Contact Person	Michael Kuenzi, Director – Water Environment Services 503-742-4560
Contract No.	N/A

BACKGROUND:

The Adamtsev property, located at 6331 SE Jordan Avenue in Milwaukie, was adversely impacted by work performed by our contractor as part of the District's North Clackamas Revitalization Area Phase I project in 2010. Despite the contractor's initial efforts to restore the impacted areas, inadequate trench compaction has caused settlement under the property owner's fence, which now requires repair. In addition the poor quality of the topsoil placed on the property has proven to not be conducive to plant growth. Our contractor has since gone out of business.

Rather than requiring the District to enlist a landscape and fencing contractor to repair the deficiencies, the Adamtsev's have agreed to accept the comparable compensation for resolving this issue and will complete the necessary repairs themselves.

This Release of All Claims has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve this Release of All Claims and the referenced compensation of \$1,080.00 to the Adamtsev's; and

2. The Director of Water Environment Services be authorized to sign and execute the Release of All Claims.

Sincerely,

A handwritten signature in black ink, appearing to read 'MK', with a long horizontal flourish extending to the right.

Michael S. Kuenzi
Director

COPY

RELEASE OF ALL CLAIMS

1. PARTIES.

This Release of All Claims (the "Agreement") is made and entered into by the following parties (the "Parties"):

- A. Ilya and Mariya Adamtsev (the "Owner"); and
- B. Clackamas County Service District No. 1, a service district organized under ORS 451 ("District").

2. FACTS.

Ilya and Mariya Adamtsev are the owners of property located at 6331 SE Jordan Avenue, Milwaukie, Oregon 97222, with tax lot number 12E29CB10900 (the "Property"). In summer of 2010, District's contractor, Dunn Construction ("Contractor"), used open trench methods to replace a portion of a bored High Density Polyethylene (HDPE) gravity sewer pipeline that had been installed at an unacceptable grade on the property of Owner's neighbor to the west. The Contractor's excavation ended up impacting the Property when the excavation efforts expanded onto the westerly edge of the Property. That resulted in Owner's fence being removed and replaced by Contractor, as well as the westerly flower bed disturbed and plantings removed.

The Contractor replaced Owner's fence and backfilled their yard, but the soil left at the surface is not supporting the growth of vegetation. In addition, some sections of the fence have settled a bit, due to trench settlement over the District's pipeline. The fence needs to be adjusted for height, soil amended with nutrients, and plantings replaced. Owner has chosen to accept payment in lieu of the District providing corrective work.

3. RELEASE OF CLAIMS.

In consideration of the covenants and condition contained herein, the Owner agrees to release the District and its agents, employees, members, elected officials, successors, agents, assigns, affiliates, insurers, attorneys, trustees, heirs and executors of and from any and all liability and past, present or future claims, demands, claims for relief or causes of action whatsoever, which the Owner may have or had against District, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, including all expenses, costs and attorney fees for damages of every kind or nature, arising out of or related to the Contractor's work impacting the Property.

RECEIVED
JUL 29 2010

4. CONSIDERATION.

The District agrees to pay Owner the total amount of One Thousand Eighty and 00/100 dollars (\$1,080.00) as consideration for the aforementioned release of claims.

5. COUNTERPART ORIGINALS.

This Agreement may be signed in one or more counterparts.

[Signature Page Follows]

We, the undersigned, have read the foregoing Agreement, we fully understand its contents, and we fully understand that no other consideration or payment of any kind other than the aforesaid amounts will be made, and that there is no other agreement, promise or inducement of any kind for this Agreement other than what is herein expressed. The undersigned further agree that this Agreement is intended by them to be a complete and final Agreement to settle all claims relating to the aforementioned claim.

We, the undersigned, hereby further execute the Agreement as our free and voluntary act and deed.

OWNERS:

CLACKAMAS COUNTY SERVICE DISTRICT NO.1:

Ilya Adamtsev
Ilya Adamtsev

Michael Kuenzi, District Director

7-25-2013
Date

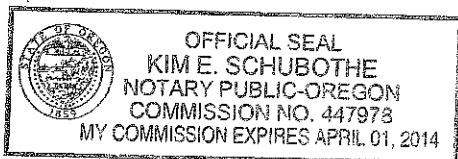
Date

Mariya Adamtsev
Mariya Adamtsev

7-25-2013
Date

STATE OF OREGON)
) ss.
County of Clackamas)

Personally appearing the above named Ilya Adamtsev, Mariya Adamtsev and acknowledged the foregoing instrument to be a voluntary act and deed on this 25 day of July, 2013.



Kim E Schubothe
Notary Public for Oregon
My Commission Expires: 4/1/14