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

AGENDA

Thursday, August 13, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-62

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Update**

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

1. First Reading of an Ordinance No. _____ Amending Appendix C – Local Contract Review Board Rules, of the Clackamas County Code *Second reading September 10th, 2020* (Andrew Naylor, County Counsel)
2. Resolution No. _____ for Referral of a Ballot Measure to the Voters of Clackamas County for a Five-Year Property Tax Levy to Fund Children’s Safety Services (Stephen Madkour, County Counsel)

II. BOARD DISCUSSION ITEM *(The following items will be individually discussed by the Board only, followed by Board action.)*

Health, Housing & Human Services

1. Approval of a Resolution declaring a state of emergency and emergency measures to address housing crisis (Rich Swift, H3S)

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

A. Health, Housing & Human Services

1. Approval of a Subrecipient Grant Amendment #2 with Todos Juntos for Youth Marijuana and Substance Prevention in Rural Clackamas County
2. Approval of a Local Subrecipient Grant Agreement with Todos Juntos to Provide Evidence-based Parenting Education Classes in Rural Clackamas County

3. Approval of Amendment #4, to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents
4. Approval of an Intergovernmental Agreement (IGA) with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Transportation Services to Residents Living in Villebois Community Housing Site
5. Approval for Agreement #9741 a Lease Agreement between Clackamas County Health Centers Division (CCHCD) and Quest Center for Integrative Health (Quest Care), for Rental of Clinical Space

B. Department of Transportation & Development

1. Approval of 2019-2021 HB 2001 & HB 2003 Planning Assistance Grant Agreement with Department of Land Conservation and Development Grant Number: TA-21-277
2. Approval of a Contract with Jim Turin & Sons, Inc. for the Salmon River Road Pavement Preservation Project - *Procurement*

IV. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

FIRST READING OF AN ORDINANCE AMENDING APPENDIX C – LOCAL
CONTRACT REVIEW BOARD RULES, OF THE CLACKAMAS COUNTY CODE

Purpose/Outcomes	To revise the Clackamas County Code Appendix C – Local Contract Review Board Rules to require County Administrator approval for donations of personal property under C-046-0640
Dollar Amount and Fiscal Impact	\$0
Funding Source	Not applicable.
Duration	Not applicable.
Previous Board Action	Delegation orders entered on 11/29/2018 and 7/16/2020.
Strategic Plan Alignment	
Counsel Review	Approved as to form on 7/30/20 by Andrew Naylor.
Procurement Review	N/A. Code amendment
Contact Person	Stephen Madkour, County Counsel

Background:

The Local Contract Review Board Rules (LCRB) allow the sale or donation of personal property to certain activities without the standard competitive bid or proposal process. There currently is no review mechanism whereby the County can evaluate whether a sale or donation of County-owned personal property is appropriate or if a public sale would be in the County's best interest. The LCRB rules will be amended to include this review mechanism as shown on the attached Exhibit A.

Recommendation:

Staff recommends the Board conduct a public hearing and first reading by title only, and schedule a second reading for September 10 2020.

Respectfully submitted,



Andrew Naylor
Assistant County Counsel

ORDINANCE NO. _____

**An Ordinance Amending
Clackamas County Code Appendix C – Local Contract Review Board Rules**

WHEREAS, the Board finds it necessary to ensure there is an approval mechanism for personal property sales or donations done without obtaining competitive bids or proposals;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Appendix C – Local Contract Review Board Rules is hereby amended as shown on Exhibit “A”, attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

DISPOSITION OF PERSONAL PROPERTY

C-046-0610 Auction Sales of Personal Property

Personal Property may be sold at auction if the Contracting Agency determines that the auction contemplated will probably result in a higher net return than if the property were sold by competitive Bid or Proposal.

[Adopted by Order NO. 2005-34, enacted 2/24/05]

C-046-0620 Sales of Personal Property

(1) When the current market value per item is deemed to be less than \$5,000, the Contracting Agency may sell Personal Property, including recyclable or reclaimed materials, without obtaining competitive Bids or Proposals if the following conditions are complied with:

- (a) determination has been made by the Purchasing Manager that the property is not needed for other Contracting Agency purposes; and
- (b) The director of the department and the Purchasing Manager have determined that a negotiated sale is likely to result in increased net revenue.

(2) When the current value per item is deemed to exceed \$5,000, the Personal Property must be offered for competitive Bids or Proposals and be publicly advertised, or be offered for sale at public auction in accordance with C-046-610. If no Bids or Proposals are received or if a determination is made that the market value of the property exceeds the offer of the highest responsible Bidder or the best Proposer, all Bids or Proposals may be rejected and the Contracting Agency may negotiate a sale subject to the following conditions:

- (a) An appraisal of the market value of the property is obtained and documented and the negotiated sale price equals at least 85% of appraised value; or
- (b) The sale amount exceeds the highest bid received through the bidding or auction process. (3) The Contracting Agency shall maintain a record of all sales authorized by subsections (1) and (2).

[Adopted by Order NO. 2005-34, enacted 2/24/05]

C-046-0630 Liquidation Sales of Personal Property

The Contracting Agency may sell Personal Property through a commercially recognized third party liquidator without obtaining competitive Bids or Proposals, if the Contracting Agency has determined that a liquidation sale will result in increased net revenue and the selection of the liquidator was conducted by a competitive selection process.

[Adopted by Order NO. 2005-34, enacted 2/24/05]

C-046-0640 Donations of Personal Property

(1) The Contracting Agency may sell or donate Personal Property, including recyclable or reclaimed materials, without obtaining competitive Bids or Proposals, to the following activities:

- (a) Another public agency; or
- (b) Any sheltered workshop, work activity center or group care home which operates under contract or agreement with, or grant from, any Contracting Agency or state agency; or
- (c) Any recognized nonprofit activity.

(2) The Contracting Agency shall maintain a record of all transfers, donations or sales authorized by this rule.

~~(3) The All sales or donations of Personal Property under C-046-0640 are subject to the prior written approval of the County Administrator or their designee shall approve all donations of Personal Property.~~

[Adopted by Order NO. 2005-34, enacted 2/24/05]

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OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
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 Assistants

August 13, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

REFERRAL OF A BALLOT MEASURE TO THE VOTERS OF
 CLACKAMAS COUNTY FOR A FIVE-YEAR PROPERTY TAX LEVY TO FUND
 CHILDREN'S SAFETY SERVICES

Purpose/Outcomes	To refer a ballot measure to the voters of Clackamas County
Dollar Amount and Fiscal Impact	The measure will increase property taxes. If passed, the measure would be effective for 5 years. The rate is \$0.15 cents per \$1,000 of assessed property value. The annual proceeds from the levy are estimated to be \$7.971 million.
Funding Source	Property Taxes
Duration	Five Years
Previous Board Action	The Board discussed this measure during previous policy sessions, most recently on August 5, 2020
Strategic Plan Alignment	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i></p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>Ensure Safe, Healthy and Secure Communities A focus on the well-being of all our families and communities reflects the best of our character. Investments in providing services to those needing care, addressing hunger and homelessness, and lowering the crime rate are key to making our community safe. These efforts combined with success in creating jobs will give definition to the county's efforts to alleviate poverty and will help ensure the safety, health, and security of our residents.</p> <p>Build Public Trust through Good Government Public trust is the currency of good government. Clackamas County will design and deliver services that make a difference and measure our effectiveness in terms of results for our</p>

	customers. We will listen, be accountable and deliver what we promise. When we allocate resources, they will be tied to results that matter.
Counsel Review	August 5, 2020, SM
Procurement Review	<ol style="list-style-type: none"> 1. <i>Was the item processed through Procurement?</i> No. 2. <i>If no, provide brief explanation:</i> Not necessary for referral.
Contact Person	Stephen L. Madkour, County Counsel x5391

Background:

This is a ballot measure that will be referred to the voters at the November 2020 general election. The measure includes the Ballot Measure itself and accompanying explanatory statement

This measure is the culmination of years of efforts by numerous entities and non-profits providing services to Clackamas County youths. The proponents of a Children’s Safety Levy calling themselves the Safe Kids Coalition presented drafts of these materials to the Board of County Commissioners.

The levy will be used to provide services for Clackamas County youths who have experienced violence, abuse, or neglect. The list of services will include, but not be limited to, the following:

- Forensic analysis, medical assessments, and emergency shelters for victims of child abuse and neglect, sexual assault, violence, trafficking, and domestic violence;
- Case management and advocacy, safety planning, trauma recovery services and support groups;
- Mental health, behavioral health, and addiction prevention, intervention, treatment counseling and recovery;
- Legal representation and advocacy, court-based advocacy and support;
- Parenting support, education and skill building;
- Strengthening economic supports for families;
- Violence prevention programming to reduce the incidents of violence in the community; and
- Culturally responsive and population-specific services

Service providers will be selected through an open and competitive grant application process. Preferences will be extended to non-profits that perform services for Clackamas County youths, but the application process will be open to all providers of these critical services.

Service providers will be entities recommended by a Children Services Committee. The Committee will be comprised of members representing a cross-section of Clackamas County and members that work with Clackamas youths. Members of the Children Services Committee will be appointed by the Board of County Commissioners. One

member of the Board of County Commissioners will serve on the Committee. The Board of County Commissioners will have grant authority.

Service providers will be required to furnish performance measures, monitoring requirements, demonstrated outcomes, annual progress reports, and will be subject to the performance or financial audits.

The County will be responsible for collecting the levy proceeds annually. The County will provide staff to administer the program and to serve as liaison with the Children Services Committee. The County's administrative costs shall not exceed 7%.

The measure will increase property taxes. If passed, the measure would be effective for 5 years. The rate is \$0.15 cents per \$1,000 of assessed property value. The annual proceeds from the levy are estimated to be \$7.971 million.

Recommendation:

Staff recommends the Board of County Commissioners refer the attached ballot measure to the voters of Clackamas County at the next available election.

Respectfully submitted,



Stephen L. Madkour
County Counsel

Attachments: Referring Board Resolution
Ballot Measure
Explanatory Statement

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

A Resolution of the Clackamas
County Board of Commissioners
Referring a Ballot Measure for a
Five-Year Property Tax Levy to
Fund Children's Services



Resolution No. _____

Page 1 of 3

Whereas, the Clackamas County Commission has for years discussed the need to provide a full array of services to address Clackamas youth that have been impacted by violence, abuse, and neglect; and

Whereas, a local collation titled Safe Kids Coalition presented framework for the possible adoption of a Children's Safety Levy to the Board of County Commissioners for consideration and referral; and

Whereas, the measure is the culmination of years of efforts by numerous entities and non-profits providing services to Clackamas County youths; and

Whereas, the levy will be used to provide services for Clackamas County youths who have experienced violence, abuse, or neglect; and

Whereas, the voters of Clackamas County should be allowed to vote on the Children's Safety Levy during the November 2020 election;

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. Pursuant to its authority under ORS 250.185, the Board of County Commissioners has prepared the ballot title and measure and explanatory statement attached to this resolution, and refers the attached Ballot Measure for a Five-Year Property Tax Levy to Fund Children's Services and accompanying explanatory statement attached hereto as Exhibit A to the voters of Clackamas County and directs that the matter be placed on the ballot for the November election. The measure and the ballot title shall hereby be filed with the County Clerk and placed on the ballot.

DATED this 13th day of August, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CAPTION

Five-Year Local Option Tax for Children's Safety Services

QUESTION

Shall Clackamas County support local children's safety services; five-year levy, \$0.15 per \$1,000 assessed value, beginning 2021?

This measure may cause property taxes to increase more than three percent.

SUMMARY

Measure would finance the Clackamas Children's Safety Fund dedicated to providing a full array of critical safety services for Clackamas County youth impacted by violence, abuse, or neglect.

Program to be administered by Clackamas County. Board of County Commissioners appoints Children Services Committee with members from across the County. One member to be from the County Commission. County administrative costs capped at __%.

The Committee will oversee an open and competitive grant application process and will serve in an advisory capacity to the Board of Commissioners, who will have grant awarding authority.

Preference to non-profit service providers that serve Clackamas County youths. Each service provider required to furnish performance measures, monitoring requirements, outcomes, annual progress reports, and audits.

Levy is \$0.15 per \$1,000 of assessed property value. A home valued at \$300,000 pays approximately \$3.78 per month or \$45.30 per year.

The levy will produce an estimated \$7,971,204 million in FY 2021-22; \$8,210,340 million in FY 2022-23; \$8,456,650 million in FY 2023-24; \$8,710,349 million in FY 2024-25; and \$8,971,659 million in FY 2025-26.

The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of estimate and may reflect the impact of early payment discounts, compression and the collection rate.

EXPLANATORY STATEMENT

The Clackamas County Board of Commissioners has referred Ballot Measure No. _____ to the voters of Clackamas County for a five-year property tax levy to fund children's safety services for Clackamas County youths. This measure is the culmination of years of efforts by numerous entities and non-profits providing services to Clackamas County youths.

The levy will be used to provide services for Clackamas County youths who have experienced violence, abuse, or neglect. The list of services will include, but not be limited to, the following:

- Forensic analysis, medical assessments, and emergency shelters for victims of child abuse and neglect, sexual assault, violence, trafficking, and domestic violence;
- Case management and advocacy, safety planning, trauma recovery services and support groups;
- Mental health, behavioral health, and addiction prevention, intervention, treatment counseling and recovery;
- Legal representation and advocacy, court-based advocacy and support;
- Parenting support, education and skill building;
- Strengthening economic supports for families;
- Violence prevention programming to reduce the incidents of violence in the community, and other preventative services; and
- Culturally responsive and population-specific services

Service providers will be selected through an open and competitive grant application process. Preferences will be extended to non-profits that perform services for Clackamas County youths, but the application process will be open to all providers of these critical services.

Service providers will be entities recommended by a Children Services Committee. The Committee will be advisory to the Board of County Commissioners and will be comprised of members representing a cross-section of Clackamas County. Children Services Committee members will be appointed by the Board of County Commissioners. One member of the Board of County Commissioners will serve on the Committee. The Board of County Commissioners will have grant awarding authority.

Service providers will be required to furnish performance measures, monitoring requirements, demonstrated outcomes, annual progress reports, and will be subject to performance or financial audits.

The County will be responsible for collecting the levy proceeds annually. The County will provide staff to administer the program and to serve as liaison with the Children Services Committee. The County's administrative costs shall not exceed ____%.

The measure will increase property taxes. If passed, the measure would be effective for 5 years. The rate is \$0.15 cents per \$1,000 of assessed property value. The annual proceeds from the levy are estimated to be \$7.971 million.

DRAFT



Richard Swift
Director

August 13, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution declaring a state of emergency and emergency measures to address housing crisis.

Purpose/Outcomes	Reaffirms declaration of state of emergency and emergency measures to address the housing crisis, empowering the County in particular to: <ul style="list-style-type: none"> • Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules • Redirect funds for emergency use • Order such other measures as are found to be immediately necessary for the protection of life and/or property • Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units • Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency
Dollar Amount and Fiscal Impact	\$0
Funding Source	N/A
Duration	August 1, 2020 – August 1, 2021
Previous Board Action	Declaration of State of Emergency, 11/8/2017 (Board Order No. 2017-120), renewed in Resolution no. 2019-80, expiring August 1, 2020.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve community safety and health • Ensure safe, healthy and secure communities
County Counsel Review	<ul style="list-style-type: none"> • 7/29/20 by KR
Procurement Review	<ul style="list-style-type: none"> • Was the item processed through Procurement? No This item is a legal declaration.
Contact Person	Richard Swift (503) 849-2882
Contract No.	N/A

Healthy Families. Strong Communities.

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

www.clackamas.us

BACKGROUND:

On August 1st, 2019, the Board of County Commissioners renewed a declaration of a local state of emergency, declaring emergency measures to address the housing crisis (Resolution 2019-80). In that resolution, the Board recognized that “the increasing numbers of county residents, including families and children that are considered homeless, the need for safe, warm, and habitable shelter for the homeless population, and the recognized lack of adequate temporary or emergency shelters for the county’s homeless population, does indeed constitute an emergency.” This renewed a similar declaration first made by the Board in November of 2017, which allowed H3S to rapidly expand severe weather capacity during that winter, and subsequently renewed again in July of 2018. The conditions that caused the Board of County Commissioners to declare this emergency have not improved: the numbers of people experiencing homelessness continue to increase, and the COVID19 pandemic is expected to lead both to an increase in housing insecurity and homelessness and to a set of challenges to providing adequate shelter that is safe for houseless people with respect to virus transmission.

The Emergency Declaration is effective August 1, 2020 and terminates August 1, 2021. It has been approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this Resolution.

Respectfully submitted,



Richard Swift, H3S Deputy, For

Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 1 of 4

WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member is unavailable); and

WHEREAS, both state law and the County Code define emergency as a man-made or natural event or circumstance causing or threatening loss of life, injury to persons, the environment or property; human suffering or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, although not specifically articulated as qualifying as an emergency or disaster, the increasing numbers of county residents, including families and children that are considered homeless, the need for safe, warm and habitable shelter for the homeless population, and the recognized lack of adequate temporary or emergency shelters for the county's homeless population, does indeed constitute an emergency; and

WHEREAS, the following conditions have resulted in the need for a state of emergency for unincorporated Clackamas:

National, state, and local economic and demographic factors contributing to an ever increasing population of individuals and families without adequate, safe, secure, suitable, and healthy shelter; shortage of shelters to safely and securely house those individuals and families lacking such facilities.

WHEREAS, the following damage to life and property can be expected from the above conditions:

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 2 of 4

Individuals and families without adequate, safe, secure, suitable and healthy shelter face exposure to the elements and potential for loss of property and life.

WHEREAS, the entire County is in a state of emergency and if not the entire County, an emergency is declared for the following area(s):

All unincorporated areas of Clackamas County.

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, on August 13, 2020, the Board of Commissioners approved a Resolution declaring a housing state of emergency and such declared emergency was for a period of six month and has expired by its terms.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (Chair/Vice-Chair/Remaining Board Member/County Administrator or designee), formally declares a state of emergency for Clackamas County, effective on this _____ day of _____, 2020 at _____, __.m. for the area described above.
2. As practically as possible, the Board of Commissioners will be involved and informed of decisions and actions prior to enactment, and
3. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

IT IS FURTHER RESOLVED THAT:

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 3 of 4

4. The following measures are necessary, or may become necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

_____ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

_____ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

_____ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

_____ D. Evacuate persons from the area designated as an emergency area;

_____ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

F. Commit to mutual aid agreements;

G. Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules;

H. Redirect funds for emergency use;

I. Order such other measures as are found to be immediately necessary for the protection of life and/or property;

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
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 X J. Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units; and

 X K. Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency;

5. All actions taken pursuant to this declaration must first be approved by the Chair of the Board of County Commissioners and the Clackamas County Administrator.

6. This declaration of emergency shall expire on August 1, 2021.

DATED this ____ day of August 2020.

BOARD OF COUNTY COMMISSIONERS

Chair/Vice-Chair/Remaining Board Member/County Administrator or designee

Recording Secretary

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #2 with Todos Juntos
for youth marijuana and substance prevention in Rural Clackamas County

Purpose/Outcome	Todos Juntos will continue to provide youth marijuana and substance abuse prevention Rural Clackamas County to middle and high school students. Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$60,000 for a maximum value of \$180,000 and extends the end date to June 30, 2021. No County Staff are funded through this Agreement.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2020 through June 30, 2021
Previous Board Action/Review	122018-A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 7-22-20, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 562-676-7675
Contract No.	CFCC -9096

BACKGROUND:

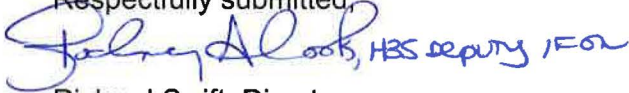
The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #2 with Todos Juntos for youth marijuana and substance abuse awareness and prevention programs in Rural Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, incorporate anti-marijuana campaigns and provide case management for at-risk youth. Student participants will demonstrate 80% increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/posttests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective upon signature and extends the Agreement through June 30, 2021 and adds \$60,000 for a maximum value of \$180,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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

Local Grant Agreement Number: 9096

Board Order Number: 122018-A4

Department/Division: H3S-CFCC

Amendment No. 2

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

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

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

Maximum compensation is increased by \$60,000 for a revised maximum of \$180,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

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

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2018** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$120,000 (\$60,000 for Cedar Ridge, Estacada Middle Schools, and \$60,000 for Molalla River, Baker Prairie Middle Schools)**.

TO READ:

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Marijuana Tax Revenue Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$180,000 (\$90,000 for Cedar Ridge, Estacada Middle Schools, and \$90,000 for Molalla River, Baker Prairie Middle Schools)**.

REPLACE:

Exhibit B: Todos Juntos – YSAP Budgets

WITH:

EXHIBIT B: RECIPIENT BUDGET				
Organization: Todos Juntos				
Program Name: Youth Substance Abuse Prevention - Molalla Canby				
Program Contact: Eric Johnston		Contract number: 9096- Amend 2		
Agreement Term: Dec 1 '18 - Jun 30 '21				
Approved Award Budget Categories	Approved Budget 12/1/18-6/30/19	Approved Budget 7/1/19-6/30/20	Approved Budget 7/1/20-6/30/21	Total Budget
Personnel Services				
Canby Supervision .05 fte	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00
Fringe @ .117%	\$ 234.00	\$ 220.00		\$ 454.00
Molalla Supervision .05 fte	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00
Fringe @ .117%	\$ 234.00	\$ 220.00		\$ 454.00
Canby Activity Coordinator .35 fte	\$ 9,000.00	\$ 9,000.00		\$ 18,000.00
Canby Fringe @.117%	\$ 1,053.00	\$ 990.00		\$ 2,043.00
Molalla Activity Coordinator .35 fte	\$ 9,000.00	\$ 9,000.00		\$ 18,000.00
Molalla Fringe @ .117%	\$ 1,053.00	\$ 990.00		\$ 2,043.00
Molalla Support Staff .50 fte for 30 weeks			\$ 5,000.00	\$ 5,000.00
Canby Support Staff .50 fte for 30 weeks			\$ 5,000.00	\$ 5,000.00
20-21 tax @ 11%			\$ 1,320.00	\$ 1,320.00
Total Personnel Services	\$ 24,574.00	\$ 24,420.00	\$ 11,320.00	\$ 60,314.00
Administration				
Program/Supervision oversight	\$ 2,700.00	\$ 2,700.00	\$ 2,000.00	\$ 7,400.00
Payroll/Consultants/bookkeeping			\$ 2,000.00	\$ 2,000.00
Program - Materials & Supplies				
Materials & Supplies			\$ 14,000.00	\$ 14,000.00
Canby - activity materials	\$ 800.00	\$ 800.00		\$ 1,600.00
Molalla - activity materials	\$ 800.00	\$ 800.00		\$ 1,600.00
Insurance			\$ 680.00	\$ 680.00
Canby - mileage	\$ 400.00	\$ 500.00		\$ 900.00
Molalla - mileage	\$ 400.00	\$ 500.00		\$ 900.00
Additional (please specify)				\$ -
Training/Conference	\$ 326.00	\$ 280.00	\$ -	\$ 606.00
Total Programmatic Costs	\$ 5,426.00	\$ 5,580.00	\$ 18,680.00	\$ 29,686.00
Total Approved Budget	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00

EXHIBIT B: RECIPIENT BUDGET				
Organization: Todos Juntos				
Program Name: Youth Substance Abuse Prevention - Sandy Estacada				
Program Contact: Eric Johnston			Contract number: 9096- Amend 2	
Agreement Term: Dec 1 '18 - Jun 30 '21				
Approved Award Budget Categories	Approved Budget 12/1/18-6/30/19	Approved Budget 7/1/19-6/30/20	Approved Budget 7/1/20-6/30/21	Total Budget
Personnel Services				
Sandy Supervision .05 fte	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00
Fringe @ .117%	\$ 234.00	\$ 220.00		\$ 454.00
Estacada Supervision .05 fte	\$ 2,000.00	\$ 2,000.00		\$ 4,000.00
Fringe @ .117%	\$ 234.00	\$ 220.00		\$ 454.00
Sandy Activity Coordinator .35 fte	\$ 9,000.00	\$ 9,000.00		\$ 18,000.00
Estacada Fringe @.117%	\$ 1,053.00	\$ 990.00		\$ 2,043.00
Sandy Activity Coordinator .35 fte	\$ 9,000.00	\$ 9,000.00		\$ 18,000.00
Estacada Fringe @ .117%	\$ 1,053.00	\$ 990.00		\$ 2,043.00
Sandy Support Staff .50 fte for 30 weeks			\$ 5,000.00	\$ 5,000.00
Estacada Support Staff .50 fte for 30 weeks			\$ 5,000.00	\$ 5,000.00
20-21 tax @ 11%			\$ 1,320.00	\$ 1,320.00
Total Personnel Services	\$ 24,574.00	\$ 24,420.00	\$ 11,320.00	\$ 60,314.00
Administration				
Program/Supervision oversight	\$ 2,700.00	\$ 2,700.00	\$ 2,000.00	\$ 7,400.00
Payroll/Consultants/bookkeeping			\$ 2,000.00	\$ 2,000.00
Program - Materials & Supplies				
Materials & Supplies			\$ 14,000.00	\$ 14,000.00
Sandy - activity materials	\$ 800.00	\$ 800.00		\$ 1,600.00
Estacada - activity materials	\$ 800.00	\$ 800.00		\$ 1,600.00
Insurance			\$ 680.00	\$ 680.00
Sandy - mileage	\$ 400.00	\$ 500.00		\$ 900.00
Estacada - mileage	\$ 400.00	\$ 500.00		\$ 900.00
Additional (please specify)				\$ -
Training/Conference	\$ 326.00	\$ 280.00	\$ -	\$ 606.00
Total Programmatic Costs	\$ 5,426.00	\$ 5,580.00	\$ 18,680.00	\$ 29,686.00
Total Approved Budget	\$30,000.00	\$30,000.00	\$30,000.00	\$90,000.00

ADD:

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Todos Juntos
Activity: Youth Substance Abuse Prevention – Molalla/Canby
Contract Period: July 1, 2020 – June 30, 2021

Virtual Activities/Outputs: <i>Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i>	Intermediate Outcomes/Measurement Tool	Number Reporting is still Required During COVID Period	July-Sept	Oct-Dec	Jan-March	Apr-June	Yearly Total
By June 30, 2021, provide homework club activities for a minimum of 35 students for 30 weeks during the school year.	Students will receive homework help to promote academic achievement through constructive activities during high-risk hours.	# students participating					
	Reported as the number of high-risk after school hours youth were engaged in pro-social activities	# of sessions held during the quarter					
By June 30, 2021, provide STEM type activities such as Robotics. Programs for a minimum of 15 students for 30 weeks during the school year.	Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and <u>self-report</u> .	# students participating					
	Reported as the number of high-risk after school hours youth were engaged in pro-social STEM activities	# of sessions held during the quarter					
By June 30, 2021 a minimum of 37 students will be engaged in leadership and life-skill type activities to include Photography, Art, Diversity Club, Service to Careers, Boy's Council and Girls Circle and others for 30 weeks during the school year.	80% of participants will report increased knowledge, skill and ability to resist drugs/alcohol use.	# students participating in Girl's Circle					
		# of Girl's Circle participants reporting increased knowledge, skill, ability to resist D&A					
	# students participating in Boy's Council						
	# of Boy's Council participants reporting increased knowledge, skill, ability to resist D&A						
	# of students participating in Life Skills Activities						
	# of Girl's Circle sessions during the quarter						
	# Boy's Council sessions during the quarter						
# Life Skills Activities per quarter							

Exhibit A-2: Todos Juntos – Youth Substance Abuse Work Plan Quarterly Report July 1, 2020 – June 30, 2021

Provider: Todos Juntos
Activity: Youth Substance Abuse Prevention – Estacada/Sandy
Contract Period: July 1, 2020 – June 30, 2021

Virtual Activities/Outputs: <i>Services may be provided in person, with social distancing, or virtually to best meet the health and safety needs of the community.</i>	Intermediate Outcomes/Measurement Tool	<i>Number Reporting is still Required During COVID Period</i>	July-Sept	Oct-Dec	Jan-March	Apr-June	Yearly Total
By June 30, 2021, provide homework club activities for a minimum of 35 students for 30 weeks during the school year.	Students will receive homework help to promote academic achievement through constructive activities during high-risk hours.	# students participating					
	Reported as the number of high-risk after school hours youth were engaged in pro-social activities	# of sessions held during the quarter					
By June 30, 2021, provide STEM type activities such as Robotics. Programs for a minimum of 15 students for 30 weeks during the school year.	Robotics and other identified STEM activities will improve school connectedness as demonstrated by attendance and <u>self-report</u> .	# students participating					
	Reported as the number of high-risk after school hours youth were engaged in pro-social STEM activities	# of sessions held during the quarter					
By June 30, 2021, a minimum of 37 students will be engaged in leadership and life-skill type activities to include Photography, Art, Diversity Club, Service to Careers, Boy's Council and Girls Circle and others for 30 weeks.	80% of participants will report increased knowledge, skill and ability to resist drugs/alcohol use.	# students participating in Girl's Circle					
		# of Girl's Circle participants reporting increased knowledge, skill, ability to resist D&A					
	# students participating in Boy's Council						
	# of Boy's Council participants reporting increased knowledge, skill, ability to resist D&A						
	# of students participating in Life Skills Activities						
	# of Girl's Circle sessions during the quarter						
	# Boy's Council sessions during the quarter						
# Life Skills Activities per quarter							

EXHIBIT A-2 PERFORMANCE REPORTING AND WORK PLAN QUARTERLY REPORT

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

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

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

Due dates are as follows:

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

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

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

ADD:

Exhibit C-1: Todos Juntos – YSAP Request for Reimbursement (2)

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 				
Program: Youth Substance Abuse Prevention - Mollala-Canby				
Organization:	Todoa Juntos	Contract #:	9096-A2	
Address:	PO Box 645	Reporting Period:		
	Canby, OR 97013			
Contact Person:	Eric Johnston			
Phone Number:	503-544-1513			
E-mail:	etodosjuntos2@gmail.com			
Budget Category	Approved Budget 7/1/20-6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel & Fringe</u>				
Molalla Support Staff .5fte for 30 weeks	\$5,000.00			\$ 5,000.00
Canby Support Staff .5fte for 30 weeks	\$5,000.00			\$ 5,000.00
Tax @ .11%	\$1,320.00			\$ 1,320.00
Total Personnel	\$ 11,320.00	\$ -	\$ -	\$ 11,320.00
<u>Administration</u>				
Program Supervision & Oversight	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Payroll/Consultants/Bookkeeping	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
<u>Program - Materials & Supplies</u>				
Materials & Supplies	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Insurance	\$ 680.00	\$ -	\$ -	\$ 680.00
Mileage	\$ -	\$ -	\$ -	\$ -
<u>Additional</u>				
Training/Conferences	\$ -	\$ -	\$ -	\$ -
Total Program	\$ 18,680.00	\$ -	\$ -	\$ 18,680.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due</i>). 				
Program: Youth Substance Abuse Prevention - Sandy Estacada				
Organization: Todoa Juntos		Contract#: 9096-A2		
Address: PO Box 645		Reporting Period:		
Canby, OR 97013				
Contact Person: Eric Johnston				
Phone Number: 503-544-1513				
E-mail: etodosjuntos2@gmail.com				
Budget Category	Approved Budget 7/1/20-6/30/21	Current Draw Request	Previously Requested	Balance Remaining
<u>Personnel & Fringe</u>				
Sandy Support Staff .5fte for 30 weeks	\$5,000.00			\$ 5,000.00
Estacada Support Staff .5fte for 30 weeks	\$5,000.00			\$ 5,000.00
Tax @.11%	\$1,320.00			\$ 1,320.00
Total Personnel	\$ 11,320.00	\$ -	\$ -	\$ 11,320.00
<u>Administration</u>				
Program Supervision & Oversight	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Payroll/Consultants/Bookkeeping	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
<u>Program - Materials & Supplies</u>				
Materials & Supplies	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
Insurance	\$ 680.00	\$ -	\$ -	\$ 680.00
Mileage	\$ -	\$ -	\$ -	\$ -
<u>Additional</u>				
Training/Conferences	\$ -	\$ -	\$ -	\$ -
Total Program	\$ 18,680.00	\$ -	\$ -	\$ 18,680.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.				

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

AGENCY

Todos Juntos
PO Box 645
Canby, OR 97013

By: 
Eric Johnston, Executive Director

Date: 7-23-2020

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date: _____

Approved as to budget and work plan:


Adam Freer, Director
Children, Family & Community Connections Division

Date: July 24, 2020

August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide
Evidence-based Parenting Education Classes in Rural Clackamas County

Purpose/Outcome	Todos Juntos will provide English and Spanish evidence-based parent education classes to parents of children living in the rural areas of Molalla, Canby, Sandy and Estacada in Clackamas County. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$33,756. No Impact to County and no match required.
Funding Source	Oregon Community Foundation (\$23,755) Oregon State University for its College of Public Health (\$10,001)
Duration	August 1, 2020 to June 30, 2021
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 7/21/20, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 562-676-7675
Contract No.	CFCC 9813

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Todos Juntos to provide high quality, evidence-based parenting education series to parents and caregivers in rural Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$33,556.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, HHS Deputy / For

Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9813	
Program Name: OPEC Parenting Education Program/Project Number: 06162	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Todos Juntos</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 150 Beaver creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Eric Johnston	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 503-341-3881 shawnaj@todos-juntos.net
FEIN: 93-1308023	

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in the rural areas of Sandy, Molalla, Canby, and Estacada in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement and Oregon State University for its College of Public Health and Human Services Grant Agreement, and Clackamas County that are the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$23,755**) and Oregon State University for its College of Public Health and Human Sciences (**\$10,001**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$33,756**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

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

- d. Has already accrued hereunder;

- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative and Oregon State University for its College of Public Health and Human Sciences.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
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12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and

administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.

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- c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
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to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
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- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

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

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- c) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- d) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- e) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- f) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- g) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- h) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- i) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: 
Eric Johnston, Executive Director

Signing on behalf of the Board:

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

Dated: 7-23-2020

Dated: _____

Approved as to budget and work plan:


Adam Freer, Director
Children, Family & Community Connections

Dated: July 27, 2020

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

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9813	
Program Name: OPEC Parenting Education Program/Project Number: 06162	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Todos Juntos</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Michael Morasko	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Eric Johnston	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 eitodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 503-341-3881 shawnaj@todos-juntos.net
FEIN: 93-1308023	

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based Spanish and English parent education class series' to parents and children, who are living in the rural areas of Sandy, Molalla, Canby, and Estacada in Clackamas County. Evidence-based parent education brings parents and children together in highly interactive sessions resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement and Oregon State University for its College of Public Health and Human Services Grant Agreement, and Clackamas County that are the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (**\$23,755**) and Oregon State University for its College of Public Health and Human Sciences (**\$10,001**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$33,756**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

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

- d. Has already accrued hereunder;

- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT agrees to expend funds in accordance with the approved budget provided in this agreement. All expenditures that exceed a budget line item by more than 10% or \$500, whichever is greater, must be approved in writing by COUNTY. Budget revisions must be submitted and approved prior to changing the budget. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative and Oregon State University for its College of Public Health and Human Sciences.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
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SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

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

By: Eric Johnston
Eric Johnston, Executive Director

Signing on behalf of the Board:

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

Dated: 7-23-2020

Dated: _____

Approved as to budget and work plan:

Adam Freer, Director
Children, Family & Community Connections

Dated: _____

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August 13, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #4, to Intergovernmental Subrecipient Agreement
 with City of Lake Oswego – Lake Oswego Adult Community Center to
Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #4 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$83,229. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), Ride Connection pass-through funds and - no County General Funds are involved.
Duration	Effective July 1, 2020 and terminates on June 30, 2021
Previous Board Action	080819-A1, 060420-A1, 071620-A2
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Amendment in a format approved by County Counsel
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9272; Subrecipient #20-007

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #4 with the City of Lake Oswego – Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

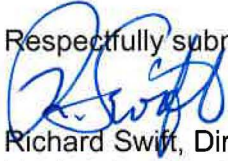
This is a budget adjustment that distributes the OAA program funding and Ride Connection transportation pass through funds for services to be provided during the 2020-21 fiscal year.

This amendment adds \$83,229 in funding for the 2020-21 fiscal year and extends the term of the agreement to June 30, 2021. This amendment is in a format approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9272

Subrecipient #: 20-007

Board Agenda #: 080819-A1, 060420-A1, 071620-A2

Amendment Number: 4

Division: Social Services

Contractor: City of Lake Oswego – Lake Oswego Adult Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the award budget of \$83,229.

This Amendment #4, when signed by the City of Lake Oswego – Lake Oswego Adult Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated August 8, 2019 as may be amended (“agreement”);

WHEREAS, Subrecipient and County desire to amend and restart the Agreement in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Amendment may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2019 through June 30, 2020 is **\$143,953**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$121,496** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and COUNTY's funding of **\$10,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.
- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$83,229**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$70,772** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. **Other Funds.** The COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

Amend

Lake Oswego Adult Community Center
 Fiscal Year 2019-20

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA III D Funds	OAA III E Funds	OAA Match	NSIP Funds	Other Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	CARES Act	FF Act	FF & CARES Acts	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.044	93.045	93.045	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award		7,950		23,194			N/A						31,144	
Case Management	3,426	750					381					142	4,557	\$29.45
Reassurance	2,231	750					248					101	3,229	\$29.45
Info. & Assistance	3,922						436					242	4,358	\$16.23
Transportation - OAA III-B	4,687	1,000					521				469	937	6,677	\$5.00
Evidence-based Programming					715		0	0				19	715	\$37.63
FCSP Respite						5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist							0			12,457	755	1,510	13,212	\$8.25
OAA Food Service			4,678	11,215			0					6,768	15,892	\$2.35
OAA Meal Site Mgmt			6,967	16,702			0				3,384	6,768	27,053	\$3.50
Site Purchased Meals - Restaurant				2,424			0				0	303	2,424	\$8.00
MOWP-Raw Food Reimbursement							0		10,000				10,000	
NSIP Meals							0	25,350				19,500	25,350	\$1.30
TOTALS	\$14,266	\$10,450	\$11,644	\$53,535	\$715	\$5,536	\$3,432	\$25,350	\$10,000	\$12,457	\$4,608		151,993	

Source of OAA Match - Staff time

Total Contract Amount: \$143,953

Federal Award Totals \$121,496

To Read

Lake Oswego Adult Community Center
 Fiscal Year 2020-21

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	OAA Match	NSIP Funds	Other State Funds	Ride Con Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	CARES Acts	CARES Acts	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A	N/A	N/A			
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
Case Management	3,426					381					116	3,807	\$29.45
Reassurance	2,231					248					76	2,479	\$29.45
Info. & Assistance	3,922					436					242	4,358	\$16.23
Transportation - OAA III-B	4,687					521				469	937	5,677	\$5.00
Evidence-based Programming				480		0		0			8.00	480	\$60.00
FCSP Respite					5,536	1,846					147	7,382	\$37.65
Trans - Ride Con In Dist						0			12,457	755	1,510	13,212	\$8.25
OAA Meal Site Mgmt		291	12,627			32					5,167	12,950	\$2.51
Site Purchased Meals-Restaurant		533	3,406								404	3,939	\$9.75
NSIP Meals						0	33,633				21,000	33,633	\$1.60
TOTALS	\$14,266	\$824	\$16,033	\$480	\$5,536	\$3,464	\$33,633	\$0	\$12,457	\$1,224		87,917	

Source of OAA Match - Staff time

Total Contract Amount: \$83,229

Federal Award Totals \$70,772

City of Lake Oswego – Adult Comm. Center
Subrecipient Grant Agreement #20-007, Amendment 4

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<p>City of Lake Oswego – Lake Oswego Adult Community Center</p> <p>By: <u>Kent Studebaker</u> Kent Studebaker, Mayor</p> <p><u>July 28, 2020</u> Date</p> <p>Approved as to Content:</p> <p><u>Ann Adrian</u> Ann Adrian, Center Manager</p> <p><u>July 29, 2020</u> Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p><u>Rodney A. Cook</u>, Deputy Director Health, Housing & Human Services Dept.</p> <p>_____ Date</p>
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August 13, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with
South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for
Transportation Services to Residents Living in Villebois Community Housing Site

Purpose/Outcomes	Provides on-demand transportation services to residents living in Villebois Community Housing site.
Dollar Amount and Fiscal Impact	Maximum agreement value is \$71,070.00.
Funding Source	No County General Funds are involved. Oregon Health Authority: 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #159159.
Duration	Effective July 1, 2020 and terminates June 30, 2021
Previous Board Action	This is a renewal of Agreement #8846. Previous Agreement was reviewed and approved by the Board of County Commissioners on June 28, 2020, Agenda Item 062818-A7.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
County Counsel Review	This IGA was reviewed and approved by Counsel July 27, 2020, KR.
Procurement Review	Was this item processed through Procurement? No. This item is an Intergovernmental Agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#9719

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville, to provide on-demand transportation services to residents living in Villebois Community Housing site located in Wilsonville, Oregon.

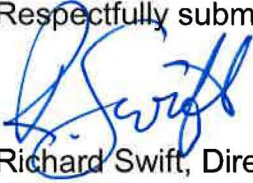
This Agreement is effective July 1, 2020 and terminates June 30, 2021. Maximum compensation is \$71,070.00. County Counsel reviewed and approved this Agreement on July 27, 2020.

Healthy Families. Strong Communities.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY,
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT,
BEHAVIORAL HEALTH DIVISION

AND

SOUTH METRO AREA REGIONAL TRANSIT (SMART),
A DEPARTMENT OF THE CITY OF WILSONVILLE

Agreement #9719

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and **South Metro Area Regional Transit (SMART)**, a department of the City of Wilsonville ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

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

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

TERMS

1. **Term.** This Agreement shall be effective July 1, 2020, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or **June 30, 2021**, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed **seventy-one thousand seventy dollars (\$71,070.00)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

South Metro Area Regional Transit, a department of the City of Wilsonville

Intergovernmental Agreement (IGA) #9719

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

6. Termination.

A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

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

C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.

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

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

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

8. Insurance. The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide

documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. **Nancy Benner**, Program Supervisor, or their designee will act as liaison for the County.

Contact Information:

Email: NBenner@clackamas.us Phone: 503-742-5960

- Dwight Brashear**, Transit Director, or their designee will act as liaison for the Agency.

Contact Information:

Email: brashear@ridesmart.com Phone: 503-682-7790

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County’s Project Manager.
- F. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

South Metro Area Regional Transit, a department of the City of Wilsonville

Intergovernmental Agreement (IGA) #9719

Page 5 of 27

- L. Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (F), (G), (H), (I), (K), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- S. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

This Agreement consists of ten (10) sections plus the following exhibits that by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – CMHP Service Element
- Exhibit D - Compensation
- Exhibit E – CMHP Required Provider Contract Provisions



Exhibit F – CMHP Required Federal Terms and Conditions

[Signatures on Following Page]

SIGNATURE PAGE

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

**SOUTH METRO AREA REGIONAL
TRANSIT, A DEPARTMENT OF THE
CITY OF WILSONVILLE**

 7/29/20
Authorized Signature Date

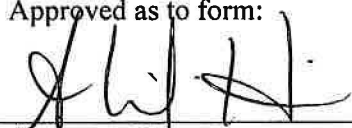
Bryan Cosgrove, City Manager
Name / Title (Printed)


**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

Richard Swift, Director Date
Health, Housing and Human Services

Approved as to form:
 7/28/20
Assistant City Attorney Date

Approved as to form:
 7/27/2020
County Counsel Date

August 13, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval for Agreement #9741 a Lease Agreement
 between Clackamas County Health Centers Division (CCHCD) and
Quest Center For Integrative Health (Quest Care), for rental of clinical space.

Purpose/Outcomes	Provides CCHCD on-site services for patients to utilize alternative healthcare treatments.
Dollar Amount and Fiscal Impact	CCHCD receives \$5000 revenue annually. No County General Funds are involved. No matching funds required.
Funding Source	Quest Center For Integrative Health
Duration	Effective January 1, 2020 and it terminates on December 31, 2023.
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on June 24, 2020.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9741

BACKGROUND:


CCHCD of the Health, Housing and Human Services Department requests the approval of Agreement #9741 to a Lease agreement with Quest Care, a nonprofit organization dedicated to integrative healthcare. These on-site services will ensure patients get access to alternative healthcare, such as: message therapy, acupuncture, and other alternative treatments. Quest Care offers a client centered approach through the use of evidence based outpatient strategies.

This is a revenue contract for CCHCD. The total amount of the agreement is \$5000 revenue for each calendar year. No County General Funds are involved. The Agreement is effective January 1, 2020 and will terminate on December 31, 2023.

RECOMMENDATION:

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

Respectfully submitted,

 *Richard Swift, H3S Deputy Director / For*

Richard Swift, Director
 Health, Housing, and Human Services

LEASE AGREEMENT
Quest Center – Annex Building Lease

#9741

This Lease is entered into effective January 1, 2020, by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "Lessor," and QUEST CENTER FOR INTEGRATIVE HEALTH, hereinafter called "Lessee.

The parties have agreed as follows:

Section 1. LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises described below to the Lessee to have and to hold from January 1, 2020 through December 31, 2023, unless terminated sooner.

The Lease may be renewed for additional periods upon such terms as are agreed to by the parties in writing.

Section 2. CONTACT PERSONS:

Lessee and Lessor will have Contract Administration Persons and Emergency Contacts identified in this agreement for purposes of notification. In the event that Lessor has a change in staff from the persons identified in this agreement a notification will be provided to both county contacts listed below with that update.

Contract Administration Key Persons:

Lessee contact: Janet Brandt, Director of Finance and Administration, 503-238-5203 x326 or janet@quest-center.org

Lessor contact: Sarah Jacobson, Administrative & Financial Services Manager, 503-742-5303 or sjacobson@clackamas.us

Emergency Contacts:

Lessee contact: Janet Brandt, Director of Finance and Administration, 503-238-5203 x326 or janet@quest-center.org

Lessor contact: Clackamas County Facilities Management, 503-557-6416 or facilitiesmanagement@clackamas.us

Section 3. PREMISES:

The premises subject to this Lease are a portion of a building known as the Clackamas County Beaver Creek Health Clinic, located at 112 Beaver Creek Road, Oregon City, Oregon, as described in Exhibit A, attached hereto and incorporated by this reference herein. Lessee's portion of the building consists of approximately 1,538 square feet located on Clackamas County's Red Soils Campus, Assessor's Map T3S, R2E, Section 05C, Tax Lot 00812, as depicted on the map in Exhibit B, attached hereto and incorporated by this reference herein. The total premises subject to this Lease, including the Pharmacy and parking

spaces, is hereinafter referred to as the "Premises." Lessor will secure the leased space whenever there is an absence of staff or outside of operational hours.

Section 4. BASE RENT:

Annual rent for the Premises is five thousand dollars (\$5000). Rent includes utilities (electricity, natural gas, and water/sewer). It does not include costs for the following expenses that may be incurred with respect to the Premises: telephone service, fax line, computer service and data lines, hazardous waste disposal, janitorial services, real property or personal property taxes, all of which are the responsibility of the Lessee.

The lease rate shall be fixed for each calendar year (January 1 – December 31), and be fixed at \$5000 as the annual rate. Lessor shall submit a bi-annual payment of \$2500. The first payment of \$2500 will be submitted in the month of January and last payment of \$2500 will be sent in July of the same calendar year.

The bi-annual rent payment will be sent to the following address:

Clackamas Health Centers
Attn: Accounts Payable
2051 Kaen Road
Oregon City, OR 97045

Rent not paid when due shall, after ten (10) days' written notice, bear simple interest at the rate of one-and-one-half percent (1.5%) per month until paid.

Section 5. USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the Premises for operation of an on-site pharmacy. Lessee covenants not to use the Premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

5.1. Restrictions on Use. In connection with the use of the Premises, Lessee shall:

5.1.1 Comply with all applicable laws and regulations regarding Lessee's use of the Premises,

5.1.2 Refrain from any activity negatively impacting Lessor's ability to insure the Premises or would increase Lessor's existing insurance rate.

5.1.3 Refrain from any use that would be reasonably offensive to other Lessees or owners or users of neighboring properties or that would tend to create a nuisance or damage the reputation of the property.

Section 6. POSSESSION:

Lessee shall be entitled to full use and possession of the premises for the entire Lease term unless the Lease is terminated as provided herein.

Section 7. PROPERTY TAXES:

This Lease is a net lease. Except as expressly provided in this Lease, Lessee will be responsible for paying all costs and expenses relating to the Premises, including any real and personal property taxes, fees, utilities (other than those in Section 4, above), maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Lessee is required to pay, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this Lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of rent.

7.1. Condition of Premises. Lessor makes no representations or warranties, express or implied, as to the condition of the Premises or its fitness for any particular use by Lessee. Lessee takes the Premises as-is. If conditions pre-exist, or arise, which are determined to be violations of any state or federal OSHA rule or regulation, or any specialty code requirement, Lessor shall make every effort to achieve full compliance within thirty (30) days.

In the event Lessor does not correct any condition as required in items 1 and 2 above, Lessee has the right to terminate this Lease immediately.

Section 8. INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at any reasonable time to perform building maintenance, inspect the premises, and examine the condition thereof, so long as Lessor is accompanied by an Oregon State licensed pharmacist. In the event of an emergency, Lessor may enter the Premises so long as Lessor is accompanied by emergency personnel. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has given Lessee written notice of the repairs that are required.

Lessor shall provide Lessee with access to the common areas and Premises twenty (24) hours per day, seven (7) days per week; however, Lessee shall only operate during normal business hours. Lessor shall provide Lessee with a key and/or security card to permit such access. Lessee shall be permitted to install any security system Lessee deems necessary at Lessee's sole cost and expense.

Section 9. ALTERATIONS:

Lessee will make no improvements or alterations on the premises of any kind without first obtaining written consent of Lessor. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. *Alterations* include the installation of computer and telecommunications wiring, cables, and conduit.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of the Lessor upon termination of this Lease.

Section 10. SIGNS:

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the building, nor any thing placed on the exterior of the premises without Lessor's written approval, which shall not be unreasonably withheld. All signs installed by Lessee shall comply with Lessor's standards for signs and all applicable codes and ordinances, and all signs and sign hardware shall be removed upon termination of this Lease, with the sign location restored to its former state unless Lessor elects to retain all or any portion thereof.

Section 11. REPAIRS and MAINTENANCE:

Lessee is responsible for any damage caused to the Premises as a result of Lessee's acts or omissions. All maintenance and repairs on or around the leased premises shall be performed by Lessor, subject to reimbursement by Lessee, and done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessor's Facilities Management will be responsible for all repairs and maintenance issues that arise. It is the Lessee's responsibility to contact Facilities Management at the phone number of 503-557-6416 or via email to: facilitiesmanagement@clackamas.us, once they are aware or made aware of maintenance needs. Lessee shall have no right to an abatement of rent or any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

Notwithstanding the above term, Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair. Lessee shall not commit waste to the Premises.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice, arrange for reasonably necessary emergency repairs. Payment for emergency repairs to the Premises shall be the responsibility of Lessor with reimbursement by Lessee.

Section 12. LIEN CLAIMS AND LIABILITY:

Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy that Lessor may have on account of Lessee's default.

Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

Section 13. PLACE OF PAYMENT AND NOTICE:

Any notice required or permitted under this Lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail return receipt requested addressed to the address set out below or to such other address as may be specified from time to time by either of the parties in writing.

Any notice to which Lessor shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Ct. #200, Oregon City, OR 97045. Notice for Lessee shall be mailed to Genoa Healthcare, Attn: General Counsel; 707 S. Grady Way, Suite 700, Renton, WA 98057. Place for notices may be changed by written notice from the party changing address.

Section 14. INDEMNIFICATION:

Lessee shall be in exclusive control of the Premises. Lessee shall be solely responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of the Premises, or from any act, omission, or neglect of Lessee, its subcontractors, agents, or employees.

Lessee agrees to indemnify, defend, and hold harmless Lessor, and its officers, agents, and employees against any and all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to Lessor's sole negligence, arising from or related to this Lease and the use of the Premises.

However, neither Lessee nor any attorney engaged by Lessee shall defend the claim in the name of Lessor, nor purport to act as legal representative of Lessor, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Lessor, nor shall Lessee settle any claim on behalf of Lessor without the approval of the Clackamas County Counsel's Office. Lessor may, at its election and expense, assume its own defense and settlement.

Lessee shall be responsible for insuring its personal property and trade fixtures located on the premises and any alterations or tenant improvements it has made to the Premises. Neither Lessor nor Lessee shall be made liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement. The parties expressly acknowledge Lessor's self-insurance coverage is sufficient to satisfy Lessor's obligation to maintain coverage for the aforementioned losses or damages.

Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties, or by any condition of the Premises. Lessor shall have no liability for the failure or interruption of utilities.

Section 15. LIABILITY INSURANCE:

Lessee shall procure and maintain during the term of the Lease the following insurance at Lessee's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than two million dollars (\$2,000,000) and a per occurrence limit of not less than one million dollars (\$1,000,000). Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Premises whether or not related to an occurrence caused or contributed to by Lessor's negligence. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under

Indemnification, and shall name Lessor as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Lessor before any change or cancellation shall be furnished to Lessor before Lessee's occupancy of the Premises.

Section 16. TOTAL OR PARTIAL DESTRUCTION:

If the Premises are partly damaged and the cost of repair does not exceed 50% of the value of the structure before the damage, the damage shall be repaired by Lessee at Lessee's expense. Repairs shall be accomplished as soon as reasonably possible subject to interruptions and delays from labor disputes and matters beyond the control of Lessee and shall be performed in a good and workmanlike manner, and in compliance with applicable laws and building codes.

If the property is destroyed or damaged such that the cost of repair exceeds fifty percent of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than ten (10) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If neither party elects to terminate, Lessor shall proceed to restore the property to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Lessor's reasonable control. In the event that the

In the event that the Premises becomes damaged to the extent that it cannot be used by Lessee for any period of time Lessor will in no way be responsible to find or pay for replacement facilities for Lessee. Rent shall not be abated during the repair of any damage to the extent the property is untenable.

Section 17. HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed or, or otherwise released on or under the premises. Lessee may use or otherwise handle on the premises only those Hazardous Substances typically used in the prudent and safe operation of Lessee's permitted use of the premises. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. The term *Environmental Law* shall mean any federal, state, or local status, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 18. EMINENT DOMAIN:

18.1. Partial Taking.

If a portion of the Premises is condemned and Section 1 does not apply, the Lease shall continue on the following terms:

Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

18.1.1. Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

18.1.2. After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking.

18.1.3. If a portion of Lessor's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 18.1.1 and 18.1.2 apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

18.2. Total Taking.

If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Lessee was then making of the premises, the Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Lessor under Section 9.2. Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

18.3. Sale in Lieu of Condemnation.

Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 19. ASSIGNMENT AND SUBLETTING:

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. If Lessee is a corporation, limited liability company, or partnership, this provision shall apply to any transfer of a majority voting interest in stock, membership or partnership interest of Lessee. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor may withhold or condition such consent in its sole discretion.

Section 20. WAIVER:

Waiver by either party of strict performance of any provision of the Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 21. DEFAULT:

The following shall be events of default:

21.1. Default in Rent.

Failure of Lessee to pay any rent or other charges within ten (10) days written notice after it is due.

21.2. Default in Other Covenants.

Lessee fails to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within twenty (20) days after the date of written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Lessee begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

21.3. Insolvency.

Insolvency of Lessee: an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If Lessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within ten (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interest of the one causing the default. If the Lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the Lease.

21.4. Abandonment.

Failure of Lessee for ten (10) days or more to occupy the Premises for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

Section 22. TERMINATION AND DEFAULT:

22.1. Termination other than for Default. Lessor may terminate this Lease in the event the Lessor fails to receive expenditure authority sufficient to allow the Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited or the Lessor is prohibited from performing under this Lease from the planned funding source. In such an event, Lessee shall vacate the Premises within thirty (30) days of termination under this Subsection 22.1.

22.2. Termination for Default. In the event of a default the Lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

22.3. Reletting. Following reentry or abandonment, Lessor may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Lessor shall not be required to relet for any use or purpose other than that specified in the Lease or which Lessor may reasonably consider injurious to the Premises, or to any Lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

22.4. Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

22.4.1 The loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent.

22.4.2 The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, costs incurred under Section 22.3, or any other expense occasioned by Lessee's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

22.4.3 Any excess of the value of the rent and all of Lessee's other obligations under this Lease over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the average prime loan rate of three largest Oregon banks based on total deposits in effect on the date of trial.

22.5. Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

22.6. Lessor's Right to Cure Non-payment Defaults. If Lessee fails to perform any non-payment obligation under this Lease, Lessor shall have the option to correct the default so after ten (10) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

22.7. Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

22.8 Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Lease to the contrary, Lessor shall not interfere with Lessee's compliance with applicable pharmacy laws, rules or regulations and Lessee's proper handling or disposition of its pharmaceutical products upon termination of this Lease. This provision shall be effective even upon a termination of this Lease by Lessor following the occurrence of a default. Lessee shall, to the maximum extent permitted by

applicable law, comply with applicable pharmacy laws, rules or regulations in a manner consistent with the terms of this Lease.

Section 23. MUTUAL TERMINATION:

This Lease can be terminated by either party with ninety (90) days' written notice.

The parties have executed a separate professional services contract, dated January 1, 2020 ("Memorandum of Agreement"). If the Memorandum of Agreement between the parties is terminated, then this Lease shall automatically terminate with the same effective date as the termination of the Memorandum of Agreement.

23.1. Surrender at Expiration

23.1.1. Condition of Premises. On expiration of the lease term or earlier termination, Lessee shall surrender the Premises in first-class condition. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be expected but repairs for which Lessee is responsible shall be completed to the latest practical date before such surrender. Lessee's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

23.1.2. Fixtures. All fixtures placed on the Premises during the term shall remain the property of Lessee. Before expiration or other termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures. If Lessee fails to do so, this failure shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

23.2.1. Holdover.

23.2.1.a. If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to current base rent as charged per month, or to eject Lessee from the Premises and recover damages caused by wrongful holdover. Failure of Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this Lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another Lessee or with occupancy by Lessor for any purpose including preparation for a new Lessee.

23.2.1.b. If a month-to-month tenancy results from a holdover by Lessee under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days before the termination date which shall be specified in the notice. Lessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 24. NONMERGER:

There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

Section 25. MISCELLANEOUS

25.1. Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Lessor's remedies for failure to perform such other obligations.

25.2. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses

25.3. Notices. Any notice required or permitted under this Lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail return receipt requested addressed to the address set out above or to such other address as may be specified from time to time by either of the parties in writing.

25.4. Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

25.5. Recordation. This Lease shall be recorded without the written consent of Lessee.

25.6. Entry for Inspection. Lessor shall have the right to enter on the Premises at any time to determine Lessee's compliance with this Lease; to make necessary repairs to the building or to the Premises; to show the Premises to any prospective Lessee or purchaser; to conduct surveys, inspections, tests and analysis and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

25.7. Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

25.8. Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this Lease.

25.9. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Lease, Lessor is specifically not obligating itself, or any other department of Clackamas County with respect to any discretionary action relating to the Lease or the Premises including but not limited to, condemnation,

comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.

25.10. Relationship. Nothing contained in this Lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between the Lessee and Lessor.

25.11. Integration. Except as otherwise set forth herein, this Lease constitutes the entire agreement between the parties on the subject matter of this Lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease.

25.12. Survival. All provisions in Sections 7, 9, 12, 14, 15, 16, 17, 20, 21, 22, and 25 shall survive the termination of this Lease, together with all other rights and obligations herein which by their context are intended to survive.

25.13. Further Assurances. The parties to this Lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.

25.14. Force Majeure. Notwithstanding any other provision herein, no party will be liable for breach or default of this Lease due to delay in performing its obligations under this Lease to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, strikes, labor disputes, volcanoes, fire, flood, earthquake, weather, acts of God, epidemic, acts of any federal, state or local government or agency, or any other event beyond the reasonable control of the affected party.

25.15. Applicable Law and Venue. This Lease shall be construed, applied and enforced in accordance with the laws of the State of Oregon with giving effect to the conflict of laws provisions thereof. Any claim between Lessor and Lessee that arises from or relates to this Lease shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Lessor of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the in personam jurisdiction of the courts referenced in this section.

25.16. Mediation Option. The parties acknowledge that mediation may help the parties to settle their dispute. Therefore, in case of dispute under this Lease, either party may propose mediation whenever appropriate by any mediation process or mediator as the parties may mutually agree upon (each in their sole discretion).

25.17. Changes in Writing. This Lease and any of its terms may only be changed, waived, discharged or terminated by written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

25.18. Counterparts. This Lease may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

25.19. Invalidity of Provisions. In the event any provision of this Lease is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.

25.20. Neutral Construction. This Lease has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party.

25.21. Captions. The captions of the section and subsections are used solely for convenience and are not intended to alter or confine the provisions of this Lease.

25.22. Remedies. In the event of a breach of this agreement, the parties shall have all remedies available at law or equity.

25.23. Debt Limitation. This Lease is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 26. ENTIRE AGREEMENT:

This Lease contains the entire agreement of Lessor and Lessee, and all prior written and oral agreements and representations between the parties are void. Lessor and Lessee agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Lessor nor Lessee is relying on any representations of the other party except those expressly set forth herein.

The rest of this page is intentionally left blank.

[Signature page below]

WARRANT OF AUTHORITY:

The undersigned, David Eisen, warrants and represents that they have full authority to sign on behalf Lessee.

LESSOR
CLACKAMAS COUNTY BOARD
OF
COUNTY COMMISSIONERS by:

LESSEE
QUEST CENTER FOR INTEGRATIVE HEALTH
2901 E BURNSIDE
PORTLAND, OR 97214-1831

Jim Bernard, Chair

Authorized Signature

Approved as to form:

David Eisen

Printed Name

Office of County Counsel

Date

06/24/2020

Date

06/23/2020

93-1121778

Federal ID#

State of Oregon
County of Clackamas

This record was acknowledged before me
on
(date) _____ by _____
as the Chair of Clackamas County.

Stamp (if required):

Notarial Officer
Signature: _____

Title of Office: _____

My Commission Expires: _____



DAN JOHNSON
DIRECTOR

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

August 13, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of 2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
Agreement with Department of Land Conservation and Development (DLCD):
DLCD Grant Number: TA-21-277

Purpose/ Outcomes	Approval of 2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT Agreement with Department of Land Conservation and Development: DLCDC Grant Number: TA-21-277 that will provide consultant support to engage, inform, build understanding, and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.
Dollar Amount and Fiscal Impact	The grant award is for \$114,500.
Funding Source	2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT. The additional grant funds do not require matching funds.
Duration	August 2020 – June 2021
Previous Board Action	BCC Policy Session – Update on HB2001 Rulemaking: June 30, 2020 BCC Policy Session – Housing Strategies Issue Paper: February 11, 2020
Strategic Plan Alignment	<p>1. How does this item align with your department's Strategic Business Plan goals?</p> <p>The project aligns with the DTD Strategic Plan in that it supports the completion of a project in the adopted Long Range Planning Work Program.</p> <p>2. How does this item align with the County's Performance Clackamas goals?</p> <p>The grant funding will support community engagement of a project that is focused on the production of a greater variety of housing. It aligns with the goal to "ensure safe, healthy, and secure communities" by providing more opportunities for the development of middle housing that will be appropriate, safe and more affordable and it will help the county achieve the housing targets in the Board's Performance Clackamas strategic plan, which identifies a 5-year goal for DTD to provide zoning/places for 700 new dwelling units affordable to households between 60% and 110% of the area's median income (AMI).</p>
Counsel Review	Reviewed and approved on 07/21/2020, NB.
Procurement Review	<p>1. Was this item process through Procurement? No</p> <p>2. If no, provide a brief explanation: This is an approval of an IGA</p>
Contact Person	Martha Fritzie, Principal Planner, DTD Planning & Zoning Division 503-742-4529, mfritzie@clackamas.us
Contract No.	N/A

BACKGROUND:

In 2019 the Oregon Legislature passed House Bill 2001, which will require the county to amend the Zoning & Development Ordinance (ZDO) to allow for “middle housing”, including duplexes, triplexes, quadplexes, townhomes and cottage clusters, in urban single-family zoning districts.

Public engagement is essential to the successful and meaningful modification of the county’s regulations to implement HB2001 in a way that fits the unique needs in urban unincorporated Clackamas County. While county staff has the technical expertise to prepare the updates to land use regulations in the Clackamas County Zoning & Development Ordinance (ZDO), it has become apparent in recent years that traditional approaches to public engagement often fall short of reaching all components of a community that may be affected. Outreach efforts must actively engage a diverse array of community members to ensure outcomes of any code amendments are equitable and meet the needs of all members of the community, especially historically marginalized communities including recent immigrants and people of color. As such, county staff needs consultant support to engage, inform, build understanding and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.

Clackamas County applied for a **2019-2021 HB 2001 & HB 2003 Planning Assistance Grant** from DLCDC (Department of Land Conservation & Development) to enable the county to engage consultants to provide a more robust, inclusive and innovative public engagement process. On June 5, 2020, Clackamas County received notice that it was awarded a grant funding in the amount of \$114,500 for the proposed project.

Attachment 1 outlines the scope of the project, general terms for the grant award, and the reimbursements the County receives for completion of the project milestones. County staff expects to engage one to two consultants to complete the majority of the work identified in the scope, and reimbursement will be distributed in two lump-sum payments.

RECOMMENDATION:

Staff respectfully request that the Board of County Commissioners approve the **2019-2021 HB 2001 & HB 2003 Planning Assistance Grant Agreement**; Contract TA-21-277.

Respectfully submitted,



Martha Fritzie, Principal Planner,
DTD Planning & Zoning Division

ATTACHMENT:

1. **2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT AGREEMENT** (DLCDC) - Public Engagement Support for the Middle Housing Code Updates, Clackamas County; Contract TA-21-277



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

July 30, 2020

Martha Fritzie, Senior Planner
Clackamas County
150 Beaver Creek Road
Oregon City, Oregon 97045



SENT VIA E-MAIL

Re: Clackamas County Grant No. TA-21-277 Agreement for HB 2001 Code Assistance

Dear Martha:

The Department of Land Conservation and Development (DLCD) is pleased to offer Clackamas County a grant in the amount of \$114,500 for the HB 2001 Code Assistance. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by Clackamas County and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by August 31, 2020, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by Clackamas County and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 503-934-0054 or DLCD.GFGrant@state.or.us. If you have other questions about the project, please contact your grant manager, Jennifer Donnelly, at 503-725-2183 or jennifer.donnelly@state.or.us.

Yours truly,

Angela Williamson
Grants Administrative Specialist

cc: Jennifer Donnelly, DLCD Regional Representative
Robert Mansolillo, DLCD Housing Team Support

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT



AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: July 22, 2020	
Grantee Clackamas County 150 Beaver Creek Road Oregon City, Oregon 97045	Grant No. TA-21-277
Project Title: HB 2001 Code Assistance	
Grantee Representative Martha Fritzie, Senior Planner 503-742-4529 MFritzie@clackamas.us	DLCD Grant Manager Jennifer Donnelly 503-725-2183 jennifer.donnelly@state.or.us
GRANT AMOUNT: \$114,500	CLOSING DATE: June 18, 2021
Last day to amend agreement: March 1, 2021	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, and refinement of scope by October 15, 2020 (Project Requirement 8)

Signed agreement(s): between the Grantee and consultant(s), no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1 – Comprehensive Outreach Program Development

Task 2 – Develop Engaging and Visually Appealing Outreach Materials

Task 3 – Implement Comprehensive Outreach Program

Grantee and the consultant(s) will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-21-277

Clackamas County

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **Clackamas County**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$114,500** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.

- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager. Reimbursements will not be unreasonably withheld.
11. **Ownership of Product(s).**
 - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
 - b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-

exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall use commercially reasonable efforts to secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall use commercially reasonable efforts secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee; however, DLCD shall reimburse Grantee for any expenses incurred or contracted before the date of termination;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. Accounting and Fiscal Records: Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related

to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCDC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: Clackamas County

Grant No. TA-21-277

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard		
Signature of DLCD Grant Program Manager	Community Services Division Manager	

PROJECT PURPOSE STATEMENT

Public engagement is essential to the successful and meaningful modification of the DLCD model code to fit the unique needs in urban unincorporated Clackamas County. While staff will prepare updates to land use regulations in the Clackamas County Zoning & Development Ordinance (ZDO) to comply with HB 2001, we need consultant support to engage, inform, build understanding and gather input from the public regarding housing needs, including where triplexes, quadplexes, townhouses and cluster cottages would be appropriate.

Graphics, presentation and online engagement expertise will also be valuable to support the project's success.

It has become apparent in recent years that traditional approaches to public engagement often fall short of reaching all components of a community that may be affected. Outreach efforts must actively engage a diverse array of community members to ensure outcomes of any code amendments are equitable and meet the needs of all members of the community, especially historically marginalized communities including recent immigrants and people of color.

Traditional engagement methods such as town hall meetings and neighborhood gatherings may be successful with older generations and the “usual suspects” who are already involved in their community. However, it is important to engage people – especially traditionally under-represented groups – by going where they are, including online, through social media and with other technology tools to obtain input from a wider audience, potentially reaching a younger audience and other groups unable or uninterested in accessing project information through traditional means. And at this time, as the country responds to COVID -19 and prepares for its eventual aftermath, it is clear that there is an even greater need for extensive and meaningful online outreach and engagement for missing middle housing strategies.

Finally, with so much competition for time and attention, public engagement tools need to be visually dynamic, appealing, informative and quick. For example, Survey Monkey advises users to keep surveys to 10 questions or less. Also, if you ask not “if” a triplex would be compatible with the existing neighborhood but “how” it would be compatible, and have visual examples, people may be able to learn about what the middle housing bill will mean for their neighborhood while providing county staff with vital information on what design guidelines to include in the code and what areas are appropriate for higher density.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

Advisory Committees

County staff anticipates incorporating working groups with this outreach phase of the project to update the development code for HB2001 and middle housing. Depending on the recommendations resulting from the outreach, the county may establish an advisory committee to work with county staff during the next phase, which will include the drafting and adoption of the middle-housing code amendments.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCDC supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized.

Consultant Role

The Project will use consultant services to perform technical analysis related to the development and implementation of a housing outreach program.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCDC may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is June 18, 2021.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCDC Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCDC.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCDC those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCDC in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCDC by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCDC or if the product is one-of-a-kind document.

5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor(s) no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by October 15, 2020:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft.
10. Grantee will coordinate and provide notice to DLCDC of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
11. Grantee will consult with the DLCDC Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
12. Grantee will submit a written status report quarterly and at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C. Quarterly reports shall be submitted in September 2020, December 2020 (or with interim payment), and March 2021.
13. DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
14. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
15. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).

16. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings not directly related to the Project. Grantee must use its own funds, or in-kind contributions for all such regularly scheduled or other scheduled meetings and hearings.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract(s) in Project Requirement 7.

Pre-Task Timeline: By the date specified in that requirement.

Pre-task report budget: \$0

Task 1: Comprehensive Outreach Program Development

- A. In consultation with county staff, Consultant will develop a comprehensive outreach program that includes working with community-based organizations in urban unincorporated Clackamas County to connect with historically marginalized communities, and support their engagement in development of code amendments responsive to HB 2001.
- B. Explore partnership and engagement opportunities:
- a. Create partnerships with other county divisions, such as Clackamas County Public Health Division, to connect with community-based organizations in the project area to inform the project approach and to understand needs within different communities with regard to how middle housing types could affect their housing choices.
 - b. Explore opportunities to partner with school districts or other potential avenues to engage youth in the planning process.
 - c. Connect with and create partnerships with members of historically marginalized communities including translators, or representatives from community organizations such as Unite Oregon and Verde, who have a presence in the community already.
- C. Provide county staff with a preliminary media campaign that identifies the media outlets and creates messages for staff to tailor and post to radio, paper, TV and social media to highlight the opportunity for public participation.

Task 1 Products:

Public Outreach Plan, including: A summary outlining the preferred tools and engagement strategies that will be most successful at providing meaningful engagement and identifies organizations for partnership development in future phases of the project; Identification of expected costs for obtaining services (translation, stipends, meals, childcare, e.g.) that support the engagement of historically marginalized communities and identification of existing community meetings project staff should attend; Recommendations for partnership development with non-profits and/or community based organizations to help engage community members in this and future phases of the project; and Preliminary media campaign for advertising the survey and open houses/community meetings.

Task 1 Timeline: September 1, 2020 to December 30, 2020

Task 1 budget: \$3,500

Task 2: Develop Engaging and Visually Appealing Outreach Materials

- A. Develop visually appealing outreach materials that explain, at a minimum, what middle housing is; what the requirements of HB2001 are; what the potential impacts of proposed amendments to the zoning code may be; and how to be involved in the code development and adoption the process.
- o Include materials that can be distributed both in hard copy and online.
 - o Assist county staff with webpage design development and content. County staff will maintain webpage internally.
 - o Provide design components to county staff for use in future materials to enable a unified image through the entire process of updating the comprehensive plan and development code to comply with HB2001.
- B. Develop two or more interactive online survey(s) and/or online open house(s) about the proposed changes due to HB2001 and their potential impact. Surveys and/or open house materials and other documents/posters/handouts/flyers, etc. should be visually interesting, informative and provide the opportunity for the public and stakeholders to have meaningful input. Materials should be provided in multiple languages to assist in reaching historically marginalized communities.

Task 2 Products:

Digital and printed outreach materials; List and contact information for community organizations and translators that are available for this project; Digital images and outreach material templates; Website development materials and design components; and At least two (2) interactive online surveys or equivalent engagement activities.

Task 2 Timeline: September 1, 2020 to June 18, 2021

Task 2 budget: \$30,000

P1 – Interim Payment – Task 1 and part of Task 2

Reimbursement **up to \$26,500** upon submittal of the Product(s) listed in Tasks 1–part of Task 2 and \$3,000 for project management. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 3 – Implement Comprehensive Outreach Program

- A. Consultant will lead implementation of the Public Outreach Plan, including:
- a. Managing partnerships with other county divisions and with community-based organizations involved in the project.
 - b. Scheduling, arranging for, facilitating, attending and documenting public engagement events and community meetings. Include several strategic outreach and engagement event(s) and activities for residents and local affinity, cultural and other interest groups to develop an understanding of the upcoming changes due to HB2001 and to identify their interests and concerns.
 - c. Implementation of engagement with historically marginalized communities, including the tools needed for participation including facilitation services.
 - d. Conducting the online survey(s) and/or online open house(s) and providing a summary of results and findings from these activities.

- B. Provide county staff with a summary report of outreach and findings obtained through the implementation of the Public Outreach Plan. Include recommendations that can help lay the groundwork for additional public engagement in later phases of the project, and for updating applicable policies and regulations associated within implementation of HB 2001 in order to make those changes best meet the varying needs of the diverse communities and neighborhoods in Clackamas County.

Task 3 Products:

Task 3 products include meeting materials and summaries as well as a final summary report of outreach findings and recommendations that will inform the amendments to the development code and comprehensive plan to provide more housing opportunities through the implementation of HB 2001. Implementation of the engagement identified in the Public Outreach Plan;

- Meeting materials to share on the website and with decision-makers;
- Meeting summaries that are website worthy and can be shared with decision-makers;
- Recordings of online meetings to provide on website;
- Survey results summary(ies) that can serve as both outreach material and a citizen involvement tracker; and
- Final summary report of outreach and findings, with recommendations for staff to consider as amendments to development code and comprehensive plan are proposed.

Task 3 Timeline: January 1, 2021 to June 18, 2021

Task 3 budget: \$75,000

FP – Final Payment

Reimbursement of **up to \$88,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 2, Task 3 and \$3,000 for project management for the grant. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than June 18, 2021.**

Budget Summary

Task 1 – Comprehensive Outreach Program Development	\$3,500
Task 2 – Develop Engaging and Visually Appealing Outreach Materials	\$30,000
Task 3 – Implement Comprehensive Outreach Program	\$75,000
Grant Management	\$ 6,000
TOTAL	\$ 114,500

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Jennifer Donnelly
Portland Regional Solution Center
1600 SW Fourth Avenue, Suite 109
Portland, Oregon 97201

Office: 503-725-2183
Mobile: 971-239-9451
E-mail: jennifer.donnelly@state.or.us

Housing Team Support Staff:

Robert Mansolillo
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 503-934-0053
Email: robert.mansolillo@state.or.us

OR

Grant Program Manager:

Gordon Howard
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0034
E-mail: gordon.howard@state.or.us

Payment requests should be sent to:

Grants Administrative Specialist

Angela Williamson
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, Oregon 97301-2540

Office: 503-934-0054
E-mail: DLCD.GFGrant@state.or.us

**Department of Land Conservation and Development (DLCD)
2019-2021 Request for Interim Reimbursement / Final Closeout**

Grantee Name Clackamas County		Grant No. assigned by DLCD TA-21-277	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: June 18, 2021	Period covered by this Payment From:	Period covered by this Payment To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
Transactions	Previously Reported	This Payment	Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1-4)			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6-9)			
11. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.			
13. Typed or Printed Name and Title		14. Address where payment is to be sent	
15. Signature of Authorized Certifying Official		16. Date Payment Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2019-2021 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@state.or.us. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
 - Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@state.or.us, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 503-934-0054) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist
 Department of Land Conservation and Development
 635 Capitol St. NE Suite 150
 Salem, OR 97301



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Jim Turin & Sons, Inc. for the
Salmon River Road Pavement Preservation Project**

Purpose/Outcome	This contract will construct a two-inch asphalt overlay of Salmon River Road, from Highway 26 to Welches Road. The project includes grinding asphalt tapers at intersections and removing of existing guardrail, constructing new guardrail, paving, striping and performing additional and incidental work as called by the specifications and plans.
Dollar Amount and Fiscal Impact	Contract Value \$540,633.00, which is budgeted in DTD Project #22274.
Funding Source	\$200,000 grant from Western Federal Lands. \$340,633 from County Road Funds.
Duration	Contract Execution through October 30, 2020.
Previous Board Action/Review	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement 09/05/19: BBC Approval of Western Federal Lands Access Program Project Memorandum of Agreement
Strategic Plan Alignment	This project follows the Board's Key Initiatives to provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	1. Date of Counsel review: 8/4/2020 2. AN
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Mike Ward, 503-742-4688
Contract No.	3052

Background:

The East Salmon River Road Surface Preservation Project will add a two-inch asphalt overlay to about 2.03 miles of road, from the intersection of Highway 26 to the intersection of Welches Road. East Salmon Road has an average daily traffic of 400 vehicles per day and is classified as a minor arterial.

This project will include, but not be limited to: placing approximately 4,000 tons of asphalt; grinding about 1,300 square yards of asphalt; removing 400 feet of existing guardrail; installing 900 feet of guardrail to current standards; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2020, with final completion no later than October 30, 2020.

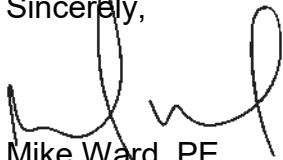
Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on June 16, 2020. Bids were publicly opened on July 9, 2020. The County received three (3) bids: Granite Construction Company, \$589,589.00; Jim Turin & Sons, Inc., \$538,433.00; and Moore Excavation, Inc., \$633,519.00. After review of the bids, Jim Turin & Sons, Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Jim Turin & Sons, Inc. for the Salmon River Road Pavement Preservation Project.

Sincerely,



Mike Ward, PE
Civil Engineer

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

AGREEMENT FORM

Contract #3052

This Public Improvement Contract for the Salmon River Road Pavement Preservation Project (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "County," and **Jim Turin & Sons, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2020-45 Salmon River Road Pavement Preservation

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **five hundred thirty-eight thousand four hundred thirty-three dollars (\$538,433.00)** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents as defined in Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- Affidavit of Non Collusion
- Addendum #1
- First-Tier Subcontractor Disclosure Form
- Certificate Regarding Ineligible Contractors
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Construction for (Certified LPA) Clackamas County
- DBE, FHWA and ODOT Forms in Section 13

2. Representatives.

Contractor has named Dan J. Turin as its Authorized Representative to act on its behalf.

The County designates Mike Ward as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the County.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the prior written permission of County, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to County at least 30 days prior to the intended time of substitution. When replacements have been approved by County, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the prior written permission of County. The Contractor's project staff shall consist of the following personnel:

Project Executive: Dan J. Turin shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Dan J. Turin shall be the Contractor's project manager and will participate in all meetings throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION: September 30, 2020 (Issuance of 2nd Note)

FINAL COMPLETION DATE: October 30, 2020 (Issuance of 3rd Note)

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Third Notification by the above specified dates.

5. Insurance Certificates.

In accordance with Section 00170.70 of Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, Contractor shall furnish proof of the required insurance naming Clackamas County and the State of Oregon and the Oregon Department of Transportation as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to County or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of County and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Counterparts.

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

9. Integration.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

10. Liquidated Damages

The Contractor acknowledges that the County will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents and Special Provision Section 00180.85 in Section 12, General Conditions for Construction for (Certified LPA) Clackamas County. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

11. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

12. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session).

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

13. Contractor DATA:
Jim Turin & Sons, Inc.
36775 Industrial Way
Sandy, Oregon 97055

Contractor CCB # 53420 Expiration Date: 6/6/2021
Oregon Business Registry # 112 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Jim Turin & Sons, Inc.

Clackamas County Board of County Commissioners

Authorized Signature Date

Chair Date

Name / Title Printed

APPROVED AS TO FORM

County Counsel Date