



September 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

North Clackamas Parks and Recreation District Board of Directors

**Approval of Amendment #2 to an Intergovernmental Grant Agreement with the Oregon Department of Human Services for transportation services and equipment. Amendment adds \$25,000, grant value is increased to \$50,000 over 2 years. Funding is through State of Oregon. No County General Funds involved.**

<b>Previous Board Action/Review</b>	March 2023, Transportation Grant 177985 approved by Board of Directors.		
<b>Performance Clackamas</b>	1. This funding aligns with the strategic priority of ensuring safe, healthy, and secure communities by addressing older adult transportation needs in the community.		
<b>Counsel Review</b>	8/27/2024, JM	<b>Procurement Review</b>	No
<b>Contact Person</b>	Marty Hanley	<b>Contact Phone</b>	503-794-8058

**EXECUTIVE SUMMARY:** North Clackamas Parks and Recreation District (NCPRD) requests approval of Amendment 02 of original Grant 177985, which provides an additional \$25,000 for a total grant value of \$50,000. Grant 177985 was awarded and executed in FY 23-24 to purchase and install security cameras at the Milwaukie Community Center. The additional \$25,000 will help pay for a new electric van. NCPRD plans to use this van to transport supplies for recreation events and sports programming and to provide older adult transportation. Staff may also use the van when transporting supplies between work locations and visiting social service clients. This utility vehicle will be beneficial to NCPRD and the community it serves. The funds from Amendment 01 (totaling \$4,989.71) combined with the funds from Amendment 02 (\$25,000) will provide NCPRD with a total of \$29,989.71 for the purchase of an electric van this fiscal year.

**RECOMMENDATION:** Staff recommends the board approve amendment 02 of Grant agreement 177985.

**ATTACHMENTS:**

- NCPRD Grant 177985
- State of Oregon Department of Human Services Grant 177985 Amendment 02.

Respectfully submitted,

Kia Selley, Director  
North Clackamas Parks and Recreation District

For Filing Use Only



**Grant Agreement Number 177985**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found on page one of the original Agreement, as amended. We accept all relay calls.

This is amendment number **02** to Grant Agreement Number **177985** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS,**” and

**Clackamas County  
Acting by and through its  
North Clackamas Parks and Recreation District  
2051 Kaen Road  
Oregon City, 97045  
Attention: Marty Hanley  
Telephone: 503.794.8058  
E-mail address: [martyh@ncprd.com](mailto:martyh@ncprd.com)**

hereinafter referred to as “**Recipient.**”

1. This amendment shall become effective on the last date all required signatures in Section 5., below have been obtained.
2. The Agreement is hereby amended as follows:
  - a. **Section 3. “Grant Disbursement Generally”** to read as follows: language to be deleted is ~~struck through~~; new language **is underlined and bold.**
    3. Grant Disbursement Generally. The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$50,000.00** ~~\$25,000.00~~. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
  - b. Exhibit A, Part 1, “**Program Description**”, **Section 3. “Grant Activities.” Subsection c.** is hereby added to read as follows: language to be deleted is ~~struck-~~

~~through~~; new language is **underlined and bold**:

3. Grant Activities.

Recipient shall use funds to modernize, improve, or enhance Transportation availability to older adults and people with disabilities by performing the following Activities:

- a. Purchase and install spotlights on motion detectors.
- b. Purchase and install security cameras and alarm system.

**c. Partially fund purchase of electric van.**

- c. Exhibit A, Part 1, “**Program Description**”, Section 4. “**Grant Outcomes.**” **Subsection c.** is hereby added to read as follows: language to be deleted is ~~struck through~~; new language is **underlined and bold**:

4. Grant Outcomes.

Upon completion of the Grant Activities, the following Outcome(s) shall be met:

- a. Theft, damage, and vandalism to transportation program vehicles has been discouraged.
- b. Improved or enhanced infrastructure that will have a lasting impact on the ability to effectively transport seniors and people with disabilities.

**c. Expanded fleet to meet demand for transportation services for local seniors and people with disabilities.**

- d. Exhibit A, Part 2, “**Disbursement and Financial Reporting**”, Section 1. “**Disbursement**” to read as follows: language to be deleted is ~~struck through~~; new language is **underlined and bold**:

1. Disbursement.

a. Recipient shall submit ~~a single invoice~~ **as outlined below**. ~~upon execution of this Grant Agreement.~~ The ~~invoices~~ shall describe and document to ODHS’ satisfaction, a description of the Recipient’s costs associated with the Grant Activities accomplished or scheduled. The total costs shall not exceed the total amount shown in Section 3 of this Grant Agreement.

**(1) An invoice in the amount of \$25,000.00 upon execution of the initial Grant Agreement.**

**(2) An invoice in the amount of \$25,000.00 upon execution of this Amendment #2.**

b. Recipient shall submit the ~~invoices~~ to the ODHS Agreement Administrator shown on page 1 of this Grant Agreement.

c. ODHS reserves the right to reject the ~~invoices~~ or request additional

information or documentation prior to approving the invoices.

d. Recipient shall submit ~~an~~ invoices using the approved form attached to this Grant Agreement and labeled “ATTACHMENT 1”.

e. Payment by ODHS shall be considered timely if made within 30 days after receipt and acceptance of ~~the~~ each completed invoice.

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

- g. Recipient’s Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided to ODHS is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

**5. Signatures.**

**Clackamas County acting by and through its  
North Clackamas Parks and Recreation District  
By:**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)

\_\_\_\_\_  
Oregon Department of Justice

\_\_\_\_\_  
Date