

AGENDA

Thursday, June 6, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-55

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Adoption of Revisions to the Housing Advisory Board Bylaws
2. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services to Fund the Housing Developer Position
3. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing & Human Services for Property Maintenance and Repair of the Veteran Village Property
4. Approve of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Webster Road Property Acquisition and Approval of the Execution of all Real Estate Documents Pertaining to the Acquisition of 1800 Webster Road, Gladstone

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

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

1. Board Order No. _____ for a Transfer Jurisdiction from Clackamas County to the City of Tualatin of a portion of Borland Road, Market Road No. 4 (Mike Bays, DTD)
2. Second Reading of Ordinance No. 03-2019 Amending Chapter 6.06, Parks Rules of the Clackamas County Code (Rick Gruen, County Parks) *first reading was 5-16-19*

IV. 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 Amendment No. 18 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

2. Approval of Amendment No. 1 to the Intergovernmental Agreement with Washington County for Public Health Modernization within the Communicable Disease Program – *Public Health*
3. Approval of an Intergovernmental Subrecipient Agreement with Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of an Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
5. Approval of an Intergovernmental Subrecipient Agreement with the City of Oregon City/Pioneer Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of an Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of a Service Agreement with Rite Aid Headquarters Corporation, Partnering with Clackamas County Health Centers Division in Participation with 340B Pharmacy Services Agreement – *Health Centers*
8. Approval of a Contract Change Order with Gresham Roofing for the Re-roof Project at the Estacada Community Center – *Community Development*
9. Approval of a Subrecipient Agreement with Clackamas Women’s Services for Camp HOPE 2019 – *Children, Families & Community Connections*
10. Approval of Amendment No. 2 to Intergovernmental Agreement No. 154378 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) Program – *Children, Families & Community Connections*
11. Approval of Local Grant Agreement with Northwest Family Services for Casa Esperanza, Culturally Specific Domestic Violence Shelter and Services – *Children, Families & Community Connections*
12. Approval of Brand Standardization with A-Dec, Inc. Dental Equipment for Gladstone Pediatric Dental Equipment - *Procurement*

B. Department of Transportation & Development

1. Approval of a Contract with Knife River Corporation for the Damascus Paving Package Project - *Procurement*

C. Finance Department

1. Approval of a Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division - *Procurement*

D. Elected Officials

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

V. DEVELOPMENT AGENCY

1. Board Order No. _____ Authorizing a Lease with One Monarch Center, LLC and Approval of a Commercial Lease

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

June 6, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Adoption of Revisions to the Housing Advisory Board Bylaws

Purpose/Outcomes	Adoption of revisions to the Housing Advisory Board Bylaws
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	N/A
Duration	June 6, 2019 until amended
Previous Board Action	none
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	May 7, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to adopt the Housing Advisory Board's Amended Bylaws (Bylaws). The Housing Advisory Board's (HAB) mission is to advise HACC on Housing Authority policy matters, housing issues, and programs & services for the low and moderate income residents in Clackamas County. The HAB shall:

1. Recommend and review goals, policies, and proposals related to housing development
2. Consider the community's needs for lower income housing and recommend activities to address these
3. Review and recommend HACC housing policies, funding and organization capacity
4. Review and recommend other affordable housing matters and perform such other advisory functions as housing objectives, housing goals and act as a liaison between the HAB and other housing boards and organizations

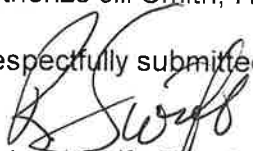
The proposed changes are non-substantive changes, bringing the bylaws into alignment with the purpose of the HAB. Specific changes are as follows:

- Article III, Section 1(B), states the need for a more diverse membership, including a member from a culturally specific or minority group within Clackamas County, a member from a culturally specific service provider, member from the elderly community, design and planning profession and general contracting profession.
- Article III, Section 2(E), update the Board members terms from two years to three years.

RECOMMENDATION:

Staff recommends that the Board approve the amended bylaws. Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the revised Bylaws.

Respectfully submitted,



Richard Swift, Director
 Health, Housing and Human Services

Clackamas County Housing Advisory Board
By-Laws

ARTICLE I: NAME AND MISSION

This Board shall be known as the Housing Advisory Board (HAB). The mission of the HAB is to advise the Housing Authority of Clackamas County Board (HACC Board) on Housing Authority of Clackamas County policy matters, housing issues, and programs and services for the low and moderate income residents of Clackamas County.

ARTICLE II: PURPOSE

The Housing Advisory Board shall:

- A. Work with the Housing Authority of Clackamas County (HACC) to:
 - (1) Recommend and review development principles, goals, and policies
 - (2) Recommend and review priorities, analyze housing needs, and implement development activities.
 - (3) Review and make recommendations on development proposals that will be undertaken by HACC or will utilize HACC funds and resources.
- B. Consider the community's needs for lower income housing, the resources available to meet those needs and recommend activities to address these considerations accordingly;
- C. Review and make recommendations on HACC housing policies, funding, and organizational capacity;
- D. Review and make recommendations on other affordable housing matters and perform such other advisory functions as may be requested. These include:
 - (1) Provide input on annual housing objectives;
 - (2) Provide input and review on achievement of housing goals and objectives;
 - (3) Act as a liaison between this board and other affordable housing boards and organizations.

ARTICLE III: MEMBERSHIP

SECTION 1: Members

The Board shall endeavor to elect members that reflect the demographic and geographic diversity of Clackamas County

- A. Required Membership
 - (1) Housing Authority Resident
 - (2) Health, Housing, & Human Services Director – H3S (ex-officio)
 - (3) HACC Executive Director (ex-officio)
- B. Recommended Membership
 - (1) Member drawn from a culturally specific or minority group within Clackamas County
 - (2) Member from a culturally specific service provider serving Clackamas County
 - (3) Member drawn from the elderly community
 - (4) Member involved in real estate management and/or development
 - (5) Member with expertise in affordable housing
 - (6) Member drawn from the design and planning professions
 - (7) Member drawn from the construction general contracting profession
 - (8) Member drawn from the legal profession
 - (9) Member representing rural communities

SECTION 2: Appointment and Tenure

- A. Members of the Housing Advisory Board are appointed by the Clackamas County Board of County Commissioners (BCC).
- B. The Board shall consist of not more than 11 voting members.
- C. The HACC and H3S Directors shall be ex-officio members

- D. Initial recommendations of qualified candidates to the BCC shall be made by the Health, Housing & Human Services department for their review and approval. Subsequent membership shall be made by application to the BCC.
- E. Five initial Board members shall be appointed to a one year term. The remaining initial Board members and all new Board members shall be appointed for three-year terms. A Board member may be appointed for up to two (2) additional three-year terms upon approval of the BCC.
- F. Vacancies which occur before the expiration of a Board member's term shall be appointed for the unexpired portion of the term by the director of H3S.
- G. To be excused from a meeting, a Board member must notify the Chairperson or staff to the Board prior to the meeting.
- H. Three unexcused consecutive absences from regularly scheduled meetings of the Board shall constitute automatic resignation by that absent member. Approved leave of absence may be granted by the Chair and shall not be counted in the above formula.

SECTION 3: Voting Privileges

Each Board member shall be entitled to one vote on all issues presented at regular and special meetings. Proxy votes will not be allowed.

SECTION 4: Removal

Any Board member may be removed whenever the best interest of the Board will be served. Best interests include, but are not limited to, instances where a Board member has failed to declare an actual or potential conflict of interest, and when a Board member has acted contrary to Board directives or applicable laws including these bylaws. The Board member whose removal is placed at issue shall be given prior notice of removal, and a reasonable opportunity to appear and be heard at a meeting of the Board. A Board member may be removed pursuant to this section by a vote of a majority of the total number of Board members then serving on the Board. The terms, actual and potential conflict of interest, have the same meaning as defined in ORS 244.

ARTICLE IV: OFFICERS AND DUTIES

SECTION 1: Officers

The officers shall be a Chairperson and a Vice-Chairperson elected from the Members.

SECTION 2: Election

Initial elections shall occur at the third meeting of the Board. All subsequent elections shall be held during the regularly scheduled Board meeting in June.

SECTION 3: Term of Office

Each officer shall hold office during one fiscal year July 1 - June 30 or until relieved of the position by a two-thirds vote of the Members. Officers may hold succeeding terms of office, but may serve no longer than three consecutive terms.

SECTION 4: Duties

- A. The Chairperson shall preside at all meetings that he or she attends, and shall be responsible for the expeditious conduct of the business.
- B. The Vice-Chairperson shall perform all the duties of the Chairperson during the Chairperson's absence. The Vice-Chairperson is also responsible for reviewing Board meeting attendance records and for advising the Chairperson regarding any Board member with absences requiring action in accordance with Article III, Section 2, item "H".
- C. The Board shall be staffed by HACC including providing meeting minutes, meeting notifications, and other support as directed by the Chair.

ARTICLE V: SUB-COMMITTEES

SECTION 1;

- A. Standing and special sub-committees may be established as deemed necessary by the Board. The Chairperson will appoint each Sub-committee Chairperson.
- B. Sub-committee membership shall be determined by the respective Sub-committee Chairperson. A majority of the members of any sub-committee must be members of the HAB Board. The Chair of each sub-committee must be a member of the Board.

ARTICLE VI: MEETINGS

SECTION 1: Schedule

- A. The Board shall meet at least monthly at a preannounced location. Special meetings may be called by the Chairperson and Vice-Chairperson.
- B. Meetings shall be conducted in accordance with Oregon Public Meeting Laws.
- C. Unless otherwise covered by these bylaws, all Board and sub-committee meetings shall be conducted in accordance with Robert's Rules of Order.
- D. A majority of voting members shall constitute a quorum. When a quorum is in attendance, actions may be approved upon a majority vote of Board members present, unless otherwise provided in the bylaws.
- E. No Board member is authorized to speak on behalf of the Board until the Board takes a position by formal action.
- F. In the event a Board member engages in business with the County that could present an actual or potential conflict of interest with matters within the Board's purpose, such member will declare the actual or potential conflict and announce its nature on the record at the meeting. Actual and potential conflicts should be declared as required by Oregon Ethics Law.

ARTICLE VII: REPORTING PROCEDURES

The Board shall make its reports, findings and recommendations to the Clackamas County Board of Commissioners and Housing Authority Board through designated members and staff.

ARTICLE VIII: AMENDMENTS TO BYLAWS

Amendments or repeal can occur only by a two-thirds (2/3) of Board members at a regular or special meeting. Any proposed change must be mailed to all members at least two weeks prior to the meeting at which the vote is to be held. Any amendment must be approved by the Board of County Commissioners and Clackamas County Counsel.

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Jill Smith, HACC Executive Director

Date

Clackamas County Housing Advisory Board

By-Laws

ARTICLE I: NAME AND MISSION

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The Housing Advisory Board shall:

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 - (1) Recommend and review development principles, goals, and policies
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 - (1) Provide input on annual housing objectives;
 - (2) Provide input and review on achievement of housing goals and objectives;
 - ~~(3) Communicate HACC's affordable housing goals and objectives to the community;~~
 - ~~(4)~~ (3) Act as a liaison between this board and other affordable housing boards and organizations.

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- B. Recommended Membership
 - ~~(4) One County Commissioner or designee~~
 - ~~(5) Local elected official or city manager~~
 - ~~1. Local elected official or city manager~~
 - (1) Member drawn from elderly and a culturally specific or minority group within Clackamas County
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COPY

June 6, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services to fund the Housing Developer position

Purpose/Outcomes	Approval to execute an Intergovernmental Agreement between Housing Authority of Clackamas County and Health, Housing and Human Services to fund the Housing Developer position.
Dollar Amount and Fiscal Impact	Not to exceed \$300,000 over three years, as funds are approved
Funding Source	Metro Affordable Housing Bond
Duration	July 1, 2019 - June 30, 2022
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families in need are healthy and safe 3. Grow a vibrant community 4. Sustainable and Affordable Housing
Counsel Review	May 9, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	Contract No. 9301

BACKGROUND:

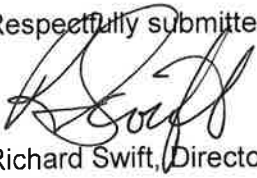
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), requests approval to enter into an Intergovernmental Agreement (IGA) with Clackamas County, to fund a Housing Developer position. The investment in this position is important to the entire H3S Department as housing is the biggest need for the people we serve across our diverse business lines. Because of our recognition of this growing need the entire department is willing to invest in this position.

The HACC Housing Developer is a critical position in our efforts to redevelop our public housing portfolio and our ability to develop needed housing with Metro Affordable Housing Bond resources. The Housing Developer position is one which provides important project management through all phases of the development process and acts as an important linkage between our residents, the public, the stakeholders we collaborate with in regional government and the construction and finance industries. This one time funding will create the capacity within the Development team at HACC to redevelop Public Housing and ensure Metro bond funding is fully utilized in alignment with Metro requirements. This funding is adequate for three years and will be funded internally after that initial duration.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Health, Housing and Human Services. Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the printed name.

Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

I. Purpose

- A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Administration Division, for the provision of a full time Housing Developer. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). This Agreement is intended to memorialize the agreement for initial funding of a housing developer position at HACC (“Housing Developer”).
- B. This Agreement provides the basis for a cooperative working relationship for HACC to hire a Housing Developer to implement and manage efforts in redevelopment of our public housing portfolio and develop needed housing with Metro Affordable Housing Bond. The Housing Developer position will provide project management through all phases of the development process and acts as an important linkage between our residents, our public image, and the critically important stakeholders we collaborate with in regional government and the construction and finance industries. The Scope of Work to be accomplished is described in Exhibit A (attached as “Exhibit A”).

II. Scope of Cooperation

- A. H3S Administration agrees to:
 - 1. Provide HACC funding for the Housing Developer position for a period not to exceed three (3) years.
- B. HACC agrees to:
 - 1. Hire a qualified Housing Developer for their department to perform the duties described in Exhibit A.

III. Budget and Terms of Payment for Services Rendered

- A. Budget: The cost of purchasing the services of a full-time Housing Developer will be \$300,000.00 for three years. HACC will determine specified amount per year, not to exceed \$300,000.00 in the three years.
- B. Terms of Payment:
 - 1. HACC will submit an invoice for the annual cost for the Housing Developer position. Upon receipt of the invoice, H3S Administration will be the annual amount no later than July 1, 2019.

IV. Other Terms

- A. Monitoring and Measurement. H3S Administration and HACC will develop benchmarks or metrics for monitoring the Housing Developer’s impact on outcomes listed in Exhibit A, Section II of this Agreement.
- B. Amendments. This Agreement may be amended at any time upon written agreement between H3S Administration and HACC. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- C. Insurance Requirements. H3S Administration is insured by Clackamas County and HACC is insured by the Housing Authority Risk and Retention Pool (HARRP).
- D. Control of Personnel. The Housing Developer is solely the employee of HACC. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by HACC. Allegations of misconduct shall be investigated in accordance with applicable HACC policy and procedures. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the services provided by the Housing Developer shall be that of HACC.

V. Term of Agreement

A. This agreement is effective July 1, 2019 and will terminate on June 30, 2022. The term of this Agreement may be extended by Amendment as noted in Section IV above.

VI. Termination

A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge including, but not limited to, loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Housing Developer for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Position:

In a typical day a Housing Developer may be responsible for: contract negotiations, resident interactions throughout our portfolio (including play a key role in understanding and planning of relocation of residents through redevelopment), collaboration with internal and external financing partners, coordination of community service providers and community stakeholders, and participating in policies and procedures that will help shape the role of the development department.

II. Primary Work Responsibilities of Housing Developer:

Duties may include but are not limited to the following:

1. Assembles and manages development teams; participates in the negotiation of contracts; monitors community input and land use review processes; obtains bids for professional services and works with County Procurement to enter into contracts; provides guidance to project partners such as: general contractors, architects, surveyors, geotechnical engineers, and County staff.
2. Guides the construction management process including preparation of requisitions and financial draw requests; collaborates with HACC Finance and accounting firms regarding project cost certifications and closeouts; coordinates transition of completed projects to the HACC Asset Management team.
3. Participates in defining project concepts to meet housing needs and carry out the HACC mission; locates and analyzes sites to obtain site control; assesses feasibility of project development and operation on assigned projects.
4. Assesses financial feasibility of assigned projects from concept through completion; assists in obtaining financing for assigned HACC projects including bonds, grants, loans, tax credits, and other subsidies through the preparation of funding applications; participates in the negotiation of financing agreements and real estate closings on assigned projects.
5. Assists with the coordination, preparation and submittal of grant and funding applications; ensures compliance with grant reporting requirements; serves as liaison with granting agency for assigned projects.
6. Works with service providers and other community resources to develop appropriate support services agreements for each housing development project.
7. Participates in developing policies and procedures for improving development processes; prepares recommendations for proposed changes including estimated fiscal and organizational impacts; produces reports required by funders and investors; establishes and maintains records of all activities.

COPY

June 6, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services for Property Maintenance and Repair of the Veteran Village property

Purpose/Outcomes	Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Health, Housing and Human Services for Property Maintenance and Repair of the Veterans Village property.
Dollar Amount and Fiscal Impact	Not to exceed \$150,000.000 over three years, as funds are approved by Board of County Commissioners
Funding Source(s)	County General Funds through Policy Level Proposal – Affordable Housing & Services Fund
Duration	June 6, 2019 – June 30, 2022
Previous Board Action	none
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
Counsel Review	March 26, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9283

BACKGROUND:

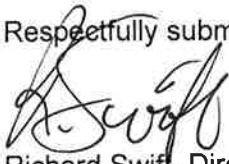
The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), requests approval to enter into an Intergovernmental Agreement (IGA) with Clackamas County, to enable the funding of Property Maintenance and Repair at the Veteran's Village property.

The Housing Authority of Clackamas County has agreed to provide property maintenance and repair services for the Veteran's Village. The Veteran's Village project was sponsored by the Clackamas County Board of Commissioners to provide housing and services for homeless veterans in Clackamas County. The housing project is located at 16575 SE 115th Avenue, Clackamas, OR 97015. H3S is in charge of oversight of the project. H3S will work with the HACC to maintain the livability and safety of the site. HACC has a long standing history of successfully performing maintenance and repair services on housing and office properties.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Health, Housing and Human Services. Staff also recommends the Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

I. Purpose

- A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health, Housing and the Department of Health Housing and Human Services (H3S) pursuant to ORS Chapter 190 and for purposes of providing property maintenance services at the Vet Village located at 16575 SE 115th Ave, Clackamas, OR 97015.
- B. The services to be provided by HACC are set forth in the Scope of Work, attached as "Exhibit A" and incorporated by this reference herein.

II. Scope of Cooperation

- A. H3S agrees to:
 - 1. Act as liaison between HACC and Vet Village resident management agent, Do Good Multnomah;
 - 2. Review and approve special project expenditures or estimates for work other than standard maintenance;
 - 3. Timely pay, within 30 days of receipt, all invoices received by HACC for the services described in Exhibit A and at the rates described in Exhibit B, attached hereto and incorporated by this reference herein.
- B. HACC agrees to:
 - 4. Provide property maintenance per the Scope of Work in Exhibit A of this Agreement;
 - 5. Collaborate with H3S in ensuring proper maintenance practices to maintain the residential and commercial structures in safe, decent and sanitary condition;
 - 6. Advise H3S on best maintenance practices and needs to maintain the integrity of all structures; and
 - 7. Invoice H3S on a quarterly basis.

III. Budget and Terms of Payment for Services Rendered

- A. Budget: The initial annual budget for this service will be \$50,000. H3S will manage the budget in collaboration with the HACC's liaison (see IV below).
- B. Payment for Services Rendered: HACC will invoice H3S on a quarterly basis. The costs of services are shown in Exhibit A of this Agreement. Services will be billed on an hourly basis and materials will be invoiced at cost plus five percent (5%) basis, as set forth in Exhibits A and B of this Agreement. H3S acknowledges and agrees that HACC's fee and rate schedule is subject to change, and it is H3S's responsibility to inquire as to HACC's current fee and rate schedule prior to requesting services. Invoice will show hours worked, rate of hourly workers and brief description of work performed.
- C. Terms of Payment: H3S agrees to pay HACC within 30 days of receipt of quarterly invoices.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Rich Malloy, 503-650-3128 or 971-221-2887, rmalloy@clackamas.us
Liaison from H3S for the Program will be: Vahid Brown, 503-742-5345, VBrown@clackamas.us

V. General Terms

- A. Monitoring and Cost Control. Since the construction and physical nature of the Vet Village is unique and no clear standard for typical cost per unit in maintenance is available, HACC and H3S will meet quarterly or more frequently if necessary to discuss cost control and trends in expenditures for maintenance.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and H3S. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.

- C. Insurance Requirements. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law. H3S agrees to name HACC as an additional insured under its self-insurance policy.
- D. Renewal. This agreement will renew automatically each year unless terminated by the parties as directed in Section VII below.
- E. Indemnification:
Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, H3S agrees to indemnify, save harmless and defend HACC, 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 H3S or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which H3S has a right to control.
- Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend H3S, 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 HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.
- F. Limitations of Services: Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that the services provided in this Agreement are subject to the availability of HACC resources, as determined by HACC in its sole administrative discretion. HACC may, for any reason, decline to provide H3S the services described in Exhibit A. HACC further reserves the right to prioritize or reschedule the services described in Exhibit A in the event of scheduling conflicts, budgetary concerns, emergencies, lack of expertise in a given area, or any other reason as determined by HACC in its sole discretion.
- G. No Warranties: The services are provided under this Agreement are as-is. HACC expressly disclaim all warranties, representations and guarantees of any kind, whether oral or written, express, implied, statutory or otherwise with respect to the services provided under this Agreement.

VI. Term and Termination of Agreement

- A. This agreement is effective upon execution by both parties, and will terminate on June 30, 2022.
- B. Termination.
- a. Either party may terminate this Agreement for convenience at any time upon forty-five (45) days written notice to the other party.
 - b. Either H3S or HACC 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. H3S or HACC 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 that 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 either the services to be performed under this Agreement are prohibited or either party is prohibited from paying for such services 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.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

EXHIBIT A – SCOPE OF WORK

Maintenance at the Vet Village

I. Scope of General Maintenance Services:

1. **General Repairs to Structures:** Conduct general repairs on all structures including but not limited to, doors and windows and related hardware, plumbing fixtures, electrical fixtures, flooring, roofing, vents and ventilation, walls, ceilings, stairs, handrails, gutters & downspouts, counters, cabinets, storage shelves, permanently installed bed frames.
2. **Grounds:** General clean-up of debris including vegetation, garbage or unsightly abandoned personal property, trimming of shrubs trees, removal of weeds or other invasive vegetation that is unsightly or a nuisance. Weeds or other unwanted vegetation may be sprayed per the limitations of staff licensing under applicable laws for use of chemicals for such purposes.
3. **Plumbing:** Unclog or repair toilets or drains as necessary to ensure safe and sanitary use. Repair plumbing leaks related to water supply lines, toilets, showers and kitchen sinks.
4. **Electrical:** Conduct electrical repairs not required by a licensed electrician with the exception of repairs made by staff who have the proper certifications or credentials.
5. **General Construction:** Conduct general construction tasks as requested by H3S including but not limited to installation of doors, windows, cabinets, countertops, flooring or other interior or exterior structural additions or modifications.
6. **Site Security:** HACC will make repairs to site security features such as fences or lighting as reasonable. HACC may contact an outside vendor for repairs that it is not qualified to complete.
7. **Health and Safety:** HACC will work with the local fire district to ensure fire safety code and measures are met. Smoke and carbon monoxide detectors will be checked on a regular basis.
8. **Periodic Inspections:** HACC will conduct an initial inspection to assess property maintenance needs, especially routine maintenance needs, to ensure safe and efficient operations of equipment (e.g. HVAC, plumbing, electrical, smoke and CO2 detectors etc.). HACC will conduct at least an annual inspection at which time general maintenance deficiencies will be corrected.
9. **Limitations:** HACC does not repair appliances but will install appliances provided by H3S, if feasible. If repair work or other maintenance requires use of an outside contractor, H3S will follow all applicable state and local procurement procedures, statutes, and regulations in the procurement of those goods and services. HACC may, upon written agreement by both parties, reimburse H3S for all or some of the costs of required third party services.

II. Compensation – Technician Hourly Fee, Mileage, Materials and Vendors:

1. **Fee for Service:** HACC will charge an hourly fee based the applicable HACC technician's hourly rate plus overhead (see Exhibit B - Hourly Rate Schedule). This schedule includes both regular and After Hours rates. HACC will charge a mileage fee based on the published IRS mileage rate for business miles driven from the HACC maintenance shop to the Vet Village and for the return trip HACC. Materials will be billed at HACC's cost.

After hours charges will have a minimum labor charge of 2 hours at the time and one-half rate listed in Attachment B - Hourly Rate Schedule. HACC will strive to utilize the most economical technician available.

However, with the exception of after-hours calls which may vary depending on which technicians are available for On Call After Hours Emergency Service. HACC will also strive to triage calls over the phone to reduce maintenance costs to the Management Agent. Rates will be subject to an annual cost of living adjustment (COLA).

2. **Cost Control:** HACC will strive to contain costs through utilizing its special pricing for materials, matching the technician with the level of work being performed, minimizing travel costs by overlapping mileage with other maintenance calls in the area and obtaining the best price for the value from vendors.
3. **Materials:** Materials and supplies will be billed at cost plus 5%.
4. HACC will bill Management Agent Monthly. Management agent shall remit payments for service to: Housing Authority of Clackamas County, PO Box 1510, 13930 S. Gain Street, Oregon City, OR 97045.

III. Call for Service:

1. The Vet Village should utilize the HACC Maintenance Line at 503-650-3535 ext. 3 or 4 during regular working hours 7:00 a.m. to 5:00 p.m. Monday through Thursday. After 5:00 p.m. on Thursday until 7:00 a.m. on Monday and Holidays that occur during Monday through Friday call the "After Hours emergency line at 503-780-3896. After hours charges will be billed at the rates shown in III.B above. There is a minimum charge of two hours labor for any After Hours calls for service. Technicians strive to triage calls over the phone to ensure the call is indeed an emergency and cannot wait until the next regular business day when a technician can repair the problem at regular hourly rates for service.

Exhibit B - Hourly Rate Schedule

The table below includes the hourly rates for the 2019 program year. Rates are subject to change with annual cost of living or merit increases. Rates include all personnel costs including wages, benefits, taxes and overhead for administration. It is H3S's responsibility to inquire as to HACC's current fee and rate schedule prior to requesting services.

HOUSING AUTHORITY OF CLACKAMAS COUNTY		
Hourly Maintenance Labor Rates - 2019		
<i>POSITION</i>	<i>Regular Rate</i>	<i>Overtime Rate</i>
Maintenance Coordinator	\$69.49	\$98.93
Maintenance Specialist	\$57.43	\$81.77
Maintenance Assistant	\$45.58	\$64.89

June 6, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approve an Intergovernmental Agreement between the Housing Authority of Clackamas County and Metro for the Webster Road property acquisition; approve the execution of all real estate documents pertaining to the acquisition of 1800 Webster Road, Gladstone, OR 97027

Purpose/Outcomes	Approve an Intergovernmental Agreement and all exhibits thereto between the Housing Authority of Clackamas County and Metro for the Webster Road property acquisition; approve the execution of all real estate documents pertaining to the acquisition of 1800 Webster Road, Gladstone, OR 97027 and authorization for signing authority be granted to Jill Smith, Executive Director of HACC or Richard Swift, Director of H3S, to sign all pertinent documents on behalf of the Housing Authority of Clackamas County
Dollar Amount and Fiscal Impact	Not to exceed \$2.7MM for acquisition and predevelopment financing.
Funding Source(s)	All funds are being provided by Metro Affordable Housing Bond proceeds
Duration	The acquisition financing is for a period of three (3) years from execution. On or before the end of the three (3) year period, HACC will apply for additional financing sources to complete the rehabilitation and modernization of the site. Sources may include but are not limited to the following: Metro Affordable Housing Bond; Permanent Supportive Housing (PSH) resources; 4% Low Income Housing Tax Credits (LIHTC); Project Based Section 8 (PSB) Vouchers; Permanent Loan
Previous Board Action	The Board previously authorized through Executive Session, entering into a purchase and Sale Agreement (PSA) on 6/12/18. Through Executive Session on 4/9/19, the board authorized moving forward with the final real estate transaction and entering into the necessary documents with Metro for closing.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy & safe 3. Ensure safe, healthy and secure communities
Counsel Review	May 23, 2019
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336 & Stephen McMurtrey, Director of Housing Development (503) 650-3414
Contract Number	N/A

BACKGROUND:

The Housing Authority of the Health, Housing & Human Services Department request the Approval of an Intergovernmental Agreement with Metro for the Webster Road property acquisition; approve the execution of all real estate documents pertaining to the acquisition of 1800 Webster

Road, Gladstone, OR 97027. Gladstone SRO Redevelopment is the acquisition/redevelopment of a former 50-room youth congregate housing facility located at 18000 Webster Road, Gladstone, OR 97027. Located within the heart of Clackamas County’s commercial and industrial corridor this redevelopment will provide an important resource for high barrier individuals within the County. Previously the Board was introduced to the property on June 6th 2018 and updated on the property on April 9th 2019. The Board concurred with HACC proceeding with negotiations to acquire the building for \$2.5MM and also to continue negotiations with Metro, through Intergovernmental Agreement, to use Metro Affordable Housing Bond proceeds to acquire the site and HACC’s predevelopment investments to date. A purchase and sale agreement was previously executed, and HACC requests the Board to ratify execution of that agreement and approve amendments thereto, which are included as part of the real estate documents pertaining the acquisition.

In November of 2018 voters in Clackamas, Washington, and Multnomah Counties approved the creation of a Metro Affordable Housing Bond in the amount of \$652.8MM for the acquisition and new construction of affordable housing units throughout the Metro Urban Growth Boundaries of each jurisdiction (UGB). The acquisition of 18000 Webster Road using these funds is detailed in the tables below:

	Metro Bond	% of Total
Clackamas County Allocation	\$116,188,094	100.0%
<u>Utilized to date</u> 18000 Webster Road	\$2,700,000.00	2%
Balance Remaining		98%

	Unit Production Targets			% of Total
	Total	30% AMI	Family size	
Clackamas County	812	333	403	
18000 Webster Road	45	45	0	6% of Total units; 14% of units at 30% AMI
Balance Remaining	762	288	0	94%

The expected development outcomes from the acquisition of 18000 Webster Road will be the development of 45 units of single-room occupancy (SRO) units in Gladstone serving low-income individuals in a PSH setting. The SRO unit is a missing piece of the County inventory and provides much needed housing for many that need a more in-depth supportive housing model.

All terms and conditions of the transactional documents with the property sellers and with Metro have been reviewed and approved through Clackamas County Counsel.

Attached for your review

- Intergovernmental Agreement with all Exhibits
- Purchase and Sale Agreement with all accompanying real estate documentation

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Metro for the acquisition of 18000 Webster Road using Metro Affordable Housing Bond resources. Staff recommends the Board ratify the previously-executed purchase and sale agreement, execute the 2nd and 3rd amendments to the purchase and sale agreement, and approve final execution of all real estate documents for this transaction.

Staff also recommends the Board authorize Jill Smith, HACC Executive Director, or Richard Swift, Director of H3S, to sign the IGA and all pertinent real estate documentation on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services



Metro

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Housing Bond Measure Phase I

Metro Contract No. 936098

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the Housing Authority of Clackamas County (“Local Implementation Partner”), located at 13930 Gain Street, Oregon City, Oregon 97045 and is dated effective as of the last day of signature set forth below (the “Effective Date”).

RECITALS

A. The electors of Metro approved Ballot Measure 26-199 on November 6, 2018 (the “Bond Measure”), authorizing Metro to issue \$652.8 million in general obligation bonds to fund affordable housing (the “Bonds”).

B. On January 31, 2019, the Metro Council adopted Resolution No. 19-4956, approving the Metro Affordable Housing Bond Measure Program Work Plan (the “Work Plan”) which, among other things, allows Metro to distribute a portion of the proceeds of the Bonds (the “Bond Proceeds”) to eligible local government affordable housing implementation partners.

C. Local Implementation Partner is a participating local government partner potentially eligible to receive Bond Proceeds under the Work Plan.

D. In accordance with the Work Plan, Local Implementation Partner is in the process of completing its Local Implementation Strategy, and anticipates it will be approximately five months before Local Implementation Partner has completed this strategy and is eligible to receive Bond Proceeds under the Work Plan.

E. Local Implementation Partner has identified an opportunity to acquire certain real property and improvements in the City of Gladstone, which Local Implementation Partner intends to rehabilitate to create 45 single-room occupancy (SRO) units providing long-term supportive housing.

F. In an effort to advance this opportunity without delay, Local Implementation Partner desires to use Bond Proceeds to acquire the Gladstone property prior to Local Implementation Partner’s completion of its Local Implementation Strategy.

G. The parties desire to enter into this Agreement to provide the terms and conditions under which Metro will provide advance Bond Proceeds to Local Implementation Partner to use for property acquisition.

AGREEMENT

1. Purpose

The purpose of this Agreement is to provide Bond Proceeds to Local Implementation Partner for it to use to acquire certain real property commonly described as 18000 SE Webster Road, Gladstone, Oregon, and legally described in Exhibit A attached to this Agreement (the "Property"). Following acquisition, Local Implementation Partner plans to enter into a development and disposition agreement with a third-party (the "Project Developer") to redevelop the Property into affordable housing that supports veterans, seniors, and the disabled who are experiencing homelessness so they may transition to long-term supportive housing (the "Project"). The Project is more fully described in Exhibit B attached to this Agreement.

2. Metro Funding and Eligible Uses

Subject to Local Implementation Partner's full and complete performance under this Agreement, including without limitation, the Conditions Precedent to funding set forth below in Section 3, Metro will disburse to Local Implementation Partner Bond Proceeds in the amount not to exceed \$2,700,000.00 (the "Project Funds"). Local Implementation Partner may use the Project Funds, and any investment earnings thereon, only for the Property acquisition costs set forth in the "Permitted Acquisition Costs List" attached hereto as Exhibit C. Investment earning on the Project funds may only be expended on costs set forth in the Permitted Acquisition Costs List.

3. Conditions Precedent to Funding

The conditions precedent to disbursement (the "Conditions Precedent") of the Project Funds set forth on attached Exhibit D must be satisfied prior to Metro's obligation to provide the Project Funds to Local Implementation Partner. These Conditions Precedent to disbursement are solely for Metro's benefit, and Metro will have the sole right and discretion to waive by written notice any of the conditions.

4. Affordable Housing Restrictive Covenant

Contemporaneously with Local Implementation Partner's acquisition of fee title to the Property, Local Implementation Partner will cause to be recorded a fully executed and acknowledged Affordable Housing Restrictive Covenant, substantially in the form attached hereto as Exhibit E (the "Covenant"). The Covenant will be executed and acknowledged by Metro and Local Implementation Partner and recorded in the official deed records of Clackamas County, free and clear of all liens and encumbrances, except for the permitted exceptions agreed to by Metro. If

for any reason Local Implementation Partner fails to record the Covenant, then Metro may, at its sole option and upon written notice to Local Implementation Partner, terminate this Agreement, in which case any Project Funds delivered to Local Implementation Partner shall be immediately due and payable by Local Implementation Partner to Metro. The parties to this Agreement acknowledge and agree that upon the closing of the financing of the Project, or at such time as is reasonably required to permit Local Implementation Partner to receive funding to perform the redevelopment construction work described in Exhibit B, Local Implementation Partner and the Project developer will execute, deliver and record a restrictive covenant imposing long-term affordability restrictions on the Project in form and substance mutually acceptable to the parties, at which time Metro will release the Covenant so that it is removed from title.

5. Failure to Acquire; Failure to Redevelop

a) By accepting the Project Funds, Local Implementation Partner agrees to use best efforts to diligently acquire the Property and develop the Property to support the affordable housing program as described in the attached Exhibit B. If Local Implementation Partner fails to acquire the Property within thirty (30) days after the Effective Date, unless Metro otherwise directs in writing, the Project Funds, including any interest earned thereon shall be immediately due and payable to Metro by Local Implementation Partner.

b) If Local Implementation Partner acquires the Property but thereafter is unable to proceed with the development and financing of the Project or to commence construction support to the Project described in the attached Exhibit B on or before four (4) years following the Effective Date, Local Implementation Partner will immediately repay Metro the amount of the Project Funds, at which time Metro will release the Covenant recorded against the Property.

c) Local Implementation Partner acknowledges and expressly affirms its repayment obligations set forth in this section even if failure to acquire or redevelop the Property is through no fault of Local Implementation Partner. The obligations to repay include, without limitation, the obligation to return any Project Funds that Local Implementation Partner may have already obligated or spent on purposes approved and set forth on Exhibit C.

6. General Obligation Bonds

a) Local Implementation Partner acknowledges that the Project Funds are proceeds derived from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11 and 11b of the Oregon Constitution. Local Implementation Partner covenants and agrees that it will take no actions that would adversely affect the validity of the Bonds or cause Metro not to be able to

levy and collect the real property taxes imposed to repay these bonds, which are exempt from Oregon's constitutional property tax limitations. Local Implementation Partner further covenants and agrees that (a) the Project Funds disbursed hereunder will be used only to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Costs (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds; and (b) it will take all reasonable measures to ensure that Bond Proceeds are expended consistent with the purposes of the Work Plan.

b) If Local Implementation Partner breaches the foregoing covenants, Local Implementation Partner will immediately undertake whatever remedies or other action may be necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, repayment to Metro of the Project Funds.

7. Right to Withhold payments

Metro may withhold payments to Local Implementation Partner as necessary, in Metro's reasonable opinion, to protect Metro against any loss, damage or claim which may result from Local Implementation Partner's performance or failure to perform under this Agreement.

8. Funding Recognition

Local Implementation Partner must publically recognize Metro and use of Metro's Bond proceeds in any publications, media presentations, or other presentations referencing the Property or the Project produced by or at the direction of Local Implementation Partner, including, without limitation, any on-site signage. Local Implementation Partner will also take all reasonable measures to require the Project Developer to recognize Metro and use of Metro's Bond proceeds in connection to any publications, media presentations, or other presentations referencing the Property or the Project. Local Implementation Partner will provide Metro with thirty (30) days' notice of any event recognizing, celebrating or commemorating any ground-breaking, completion, ribbon cutting or opening of an affordable housing development of the Property, and an opportunity to participate. Local Implementation Partner shall ensure that Metro will be officially recognized for its contribution to Project funding at any such event, and provide a speaking opportunity for the Metro elected official representing the district in which the Property is located, if such opportunities are provided to other third parties.

9. Notice of Project Risk

Local Implementation Partner must inform Metro immediately of any actual or potential problems or defects that present potential risk to the Project moving forward.

10. Termination

(a) Metro and Local Implementation Partner may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective upon ten (10) days' written notice of termination issued by Metro subject to that mutual agreement. In the event of a joint termination, Local Implementation Partner will reimburse Metro for all funds distributed to Local Implementation Partner under this Agreement, as well as any earnings thereon.

(b) Metro may terminate this Agreement at any time during the term if Metro reasonably determines that Local Implementation Partner has failed to comply with any provision of this Agreement and is in default hereunder. Metro will promptly document such default and notify Local Implementation Partner in writing of such determination. Local Implementation Partner will have thirty (30) days after receipt of written notice to cure any default. If the default cannot be cured within thirty (30) days, Local Implementation Partner will not be in default so long as it reasonably pursues with all due diligence to cure the default. In the event of termination of this Agreement pursuant to Section 5 or 6, Local Implementation Partner will reimburse Metro for all funds distributed to Local Implementation Partner under this Agreement, as well as any earnings thereon.

11. Local Implementation Partner Reporting Requirements

(a) Beginning with the disbursement of the Project Funds, and continuing each calendar quarter thereafter until the Property is acquired; Local Implementation Partner will provide a report to Metro on or before the 15th day after the end of the immediately preceding calendar quarter containing the information described in this paragraph. Local Implementation Partner's first report will be due on or before October 15, 2019. Each report will contain: (i) an itemized list of Local Implementation Partner's expenditure of the Project Funds (and interest earnings thereon) through the end of the applicable calendar quarter detailing each entity to whom moneys were directly paid by Local Implementation Partner and the amount paid, (ii) information on Local Implementation Partner's progress in completing the Property acquisition against Local Implementation Partner's established timelines or deadlines, and (iii) a copy of Local Implementation Partner's itemized financial report of income and expenses for the acquisition of the Property to date.

(b) Promptly after acquisition of the property and in no event later than the expiration date of this Agreement, Local Implementation Partner will furnish Metro with a final report on the Property acquisition. The final report will contain a compilation related to the acquisition of the Property of the same information as provided in each quarterly report on Local Implementation Partner's expenditure of the Project Funds (and interest earnings thereon) and Local Implementation Partner's final itemized financial report of income and expenses for the Property acquisition.

(c) Local Implementation Partner will provide to Metro any other additional reports as Metro may reasonably request from time to time.

12. Audits, Inspections and Retention of Records

Local Implementation Partner will keep proper books of account and records on all activities associated with the expenditure of all funds disbursed by Metro under this Agreement. Local Implementation Partner will maintain these books of account and records in accordance with generally accepted accounting principles through the date that is three (3) years after the anticipated maturity date of the Bonds or the anticipated maturity date of any obligations issued by Metro to refund the Bonds. Metro expects the Bonds will be outstanding until approximately May of 2039. Local Implementation Partner will permit Metro and its duly authorized representatives, upon prior written notice, to inspect books and records, properties, all work done, labor performed and materials furnished during normal business hours, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of Bond Proceeds received from Metro. Access to these books of account and records is not limited to the required retention period. Metro's authorized representatives will have access to records upon reasonable notice at any reasonable time for as long as the records are maintained.

13. Notices and Parties' Representatives

Any notices permitted or required by this Agreement will be addressed to the other party's representative(s) designated in this Section of this Agreement and will be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Metro:
Emily Lieb
600 NE Grand Ave.
Portland, OR 97232
503-797-1921
Emily.Lieb@oregonmetro.gov

Local Implementation Partner:
Housing Authority of Clackamas County
13930 Gain Street
Oregon City, Oregon 97045
ATTN: _____

14. State and Local Law Compliance

Local Implementation Partner must comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its acquisition and ownership of the Property, including future construction and development of the Property. By accepting the Project Funds, Local Implementation Partner agrees to use the Property solely for lawful purposes that comply with the Covenant.

15. Discrimination Prohibited

No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of Local Implementation Partner receiving funds pursuant to this Agreement.

16. Insurance; Indemnification

(a) Metro is self-insured for general liability insurance and workers' compensation insurance coverage and is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement. Local Implementation Partner is responsible for the wages and benefits of its respective employees performing any work or services related to this Agreement and has the following types of insurance, covering Local Implementation Partner, its employees, subcontractors and agents:

- i. ISO (Insurance Services Office) Approved Commercial General Liability policy, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence. The policy includes coverage for bodily injury, death, property damage, personal injury, products/completed operations, and contractual liability assumed under this Agreement;

ii. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per accident or combined single limit; and

iii. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$1,000,000 per accident or disease.

(b) Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30 and Article XI, Section 10 of the Oregon Constitution, Local Implementation Partner will defend, indemnify and hold harmless, Metro from and against any and all liabilities, claims, demands, damages, actions, costs, penalties, losses and expenses arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Local Implementation Partner, or its employees, agents, directors or officers, in connection with performance of this Agreement. ,

(c) In no event will either party be liable for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related to delivery of the Project Funds for this Agreement, however caused, whether or not arising from a party's sole, joint or concurrent negligence.

17. Governing Law

This Agreement will be governed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of laws, rules, and doctrines. Any litigation between the parties that arises out of or relates to the performance of this Agreement will occur in the Multnomah County Circuit Court.

18. No Third Party Beneficiaries

Local Implementation Partner and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries hereof. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public.

19. Relationship of Parties

Nothing in this Agreement or any acts of the parties hereunder shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any Local Implementation Partner and Metro. Furthermore, Metro will not be considered the owner, contractor or the developer of

the Property. This Agreement is not intended to be a contract that provides for the development or construction of the Property, either directly with a construction contractor or through a developer. Metro specifically waives any provision contained in this Agreement, to the extent it is construed to provide Metro the right to manage, direct or control the developer, general contractor or the subcontractors. The rights and duties of the developer, the general contractor and the subcontractors are the subject of a separate contract or contracts with Local Implementation Partner to which Metro is not a party.

20. Assignment; Merger; Entire Agreement

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by Local Implementation Partner without Metro's written consent. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure to enforce any provision of this Agreement does not constitute a waiver by Metro of that or any other provision. No waiver, consent, modification or change of terms of this Agreement will bind either party unless it is in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by that party of that provision, or of any other provision.

21. Further Assurances

Each of the Parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

22. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

METRO

LOCAL IMPLEMENTATION PARTNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: The Property

Exhibit B: Affordable Housing Redevelopment Project Description

Exhibit C: Permitted Acquisition Costs List

Exhibit D: Conditions Precedent to Funding

Exhibit E: Affordable Housing Restrictive Covenant

Intergovernmental Agreement

The Property – Exhibit A



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

A tract of land situated in the Southeast one-quarter of Section 17, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Gladstone, in the County of Clackamas and State of Oregon, being a part of the Fendal Cason Donation Land Claim No. 50, being more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason Donation Land Claim No. 50, which point is marked by a Clackamas County Surveyor's monument being a 4 inch diameter brass disk in Webster Road; thence South 88°09'09" East along the North line of said Cason Donation Land Claim, 251.04 feet; thence leaving said North line, South 01°30'08" West 29.29 feet to a 5/8 inch iron rod; thence South 88°29'52" East 20.00 feet to a 5/8 inch iron rod; thence South 01°30'08" West 223.03 feet to a 5/8 inch iron rod; thence South 29°16'50" West 30.62 feet to a 5/8 inch iron rod; thence South 61°18'23" West 35.71 feet; thence South 74°10'34" West 95.53 feet to a 5/8 inch iron rod; thence North 80°31'47" West 58.22 feet to a 5/8 inch iron rod; thence on a curve to the left having a radius of 50.00 feet through a central angle of 38°00'36" (chord bears South 80°27'55" West 32.57 feet) 33.17 feet to a 5/8 inch iron rod; thence South 61°27'37" West 73.42 feet to a 5/8 inch iron rod on the Southerly line of that certain tract of land conveyed to Carl Campbell, et al, recorded in Book 680, Page 774, Deed Records; thence South 78°49'11" West along the Southerly line of said Campbell Tract, 116.54 feet to the centerline of Webster Road, as existing on March 23, 1966, from which point a 1/2 inch iron rod bears North 78°49'11" East 35.20 feet; thence North 20°19'11" East along said centerline, 409.73 feet to the point of beginning.

Intergovernmental Agreement

Affordable Housing Redevelopment Project Description – Exhibit B



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Redevelopment of the site (2.21 acre parcel) and existing building (estimated to be between 27,000-31,000 square feet) to create 45 single-room occupancy (SRO) units providing long-term supportive housing for individuals making less than 30% of area median income (AMI), with a focus on serving individuals exiting homelessness.

The Housing Authority of Clackamas County will maintain ownership of the property, and will contract with a third-party service provider to operate the facility under a permanent supportive housing model.

The Housing Authority of Clackamas County anticipates use of the following resources to achieve its development plan:

- Project Based Section 8 vouchers;
- 4% Low Income Housing Tax Credits
- Tax Exempt private activity bonds
- Metro Housing Bond funding
- Permanent bank financing

The Housing Authority of Clackamas County plans to close on its construction financing in late 2019. The Project development will be consistent with and incorporate the processes and policies set forth in the Housing Authority of Clackamas County's forthcoming Bond Measure Local Implementation Strategy.

Intergovernmental Agreement

Permitted Acquisition Costs List – Exhibit C



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Vendor	Description	Amount
Lawyers Title	Acquisition- Building	\$2,500,000.00
Lawyers Title	Escrow Pmts. 1 & 2	\$50,000.00
Dalla Terra Architecture	Feasibility Study/Owner's Rep	\$2,200.00
Colliers International	Amendment to Real Estate Agreement (REA) 1-3; Drafting and Negotiating required extensions to REA with sellers; Brokers Opinion of Value (BOV)	\$5,700.00
PBS Engineering & Environmental	Phase I and Hazardous Materials Survey (HMS)	\$10,738.00
DJC	RFQ for Architectural Services	\$44.55
Office Max	Gladstone Plans and Printing Costs for acquisition	\$48.88
GTG Consultants, PC	Capital Needs Assessment (CNA)/ Seismic Risk Evaluation (SRE)	\$11,774.00
Clackamas County Counsel	Review and Advise regarding REA and Metro Documents	\$597.68
Colliers International	Property Appraisal	\$4,980.00
Clackamas County Development Services	Pre-Application submittal/Conference	\$500.00
Rob Sullivan, Outside Counsel	File review for Conditional Use Permit (CUP)	\$12,750.00
Lawyers Title	Title Closing Costs	\$10,000.00 - NTE

Grand Total: \$2,609,333.11

Intergovernmental Agreement

Conditions Precedent to Funding – Exhibit D



Metro shall have received and approved the following due diligence documents:

Item		Status
Copy of purchase and sale agreement, option agreement, or sales contract for the property acquisition		
Third party appraisal, supporting the purchase price		
Preliminary Title Report		
Phase I ESA or Environmental Screening Report		
Soils/Geotechnical Report		
OHCS 4% Pre-App Site Checklist		
Zoning capacity assessment (prepared by architect)		
Plan for preserving 10-Year Hold Rule safe harbor		
Schematic site plan, massing drawing, with unit count (prepared by architect with knowledge of local building codes)		
Letter of endorsement		
Local Implementation Partner staff report		
Conceptual sources and uses		

Intergovernmental Agreement

Affordable Housing Restrictive Covenant – Exhibit E



After recording return to:
Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736
Attn: _____

DECLARATION OF AFFORDABLE HOUSING LAND USE RESTRICTIVE COVENANTS

This Declaration of Affordable Housing Land Use Restrictive Covenants (this "Declaration") is entered into as of _____, 2019 (the "Effective Date"), by and between Metro, a municipal corporation of the State of Oregon ("Metro") and _____, a _____ ("Owner").

RECITALS

A. Owner is the owner of certain real property commonly known as 18000 Webster Road in Gladstone, Oregon, and legally described on Exhibit A attached hereto.

B. Owner and Metro are parties to that certain Intergovernmental Agreement dated _____, 20__ (the "IGA"), pursuant to which Metro provided to Owner certain funds applied by the Owner to acquire the Property, which funds were proceeds of certain general obligation bonds issued by Metro for the limited purpose of funding affordable housing projects as authorized by Measure 26-199 approved by the voters on November 6, 2019 (the "Ballot Title").

C. Owner plans to improve a 2.21 acre parcel and modify an existing building from its current use as a congregate care facility into single room occupancy (SRO) units providing long-term supportive housing.

D. The Property is comprised of approximately 45 units of affordable housing (the "Project"). At initial occupancy, the Project will serve qualifying persons that earn 30% or less of area median income (AMI).

E. As required by the IGA, and as consideration for Metro's provision of general obligation bond funds to the Owner to acquire the Property, Owner agrees to the restrictions, covenants and obligations set forth herein.

SECTION 1 PROPERTY USE RESTRICTIONS

1.1 **Affordable Housing Land Use.** For the term of this Declaration, the Property and the Project shall at all times be owned, developed, constructed, improved and operated solely as "Affordable Housing" within the meaning of the Ballot Title and as described in the Metro Housing

Program Work Plan approved by the Metro Council on January 31, 2019 (the "Work Plan"). For purposes of the Ballot Title and the Work Plan, "Affordable Housing" is defined as improvements for residential units occupied by households earning 80% or less of median gross household income, adjusted for household size, for the Portland, Oregon metropolitan statistical area as established each year by the U.S. Department of Housing and Urban Development.

1.2 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. Section 2000d; Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. Section 6102; Section 202 of the Americans With Disabilities Act of 1990; 42 U.S.C. Section 12132, no owner of the Property shall discriminate against any employee, tenant, patron or buyer of the Property improvements because of race, color, creed, national origin, sex, age or disability. In addition, any such owner shall comply, to the extent applicable to the Property, with the applicable federal implementing regulations of the above-cited laws and other applicable state and federal laws. "Owner" shall mean the fee simple title holder to the Property or any part thereof, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 Running with the Land. Owner hereby declares that the Property subject to this Declaration shall be held, sold and conveyed subject to the forgoing land use restrictions and covenants, which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of Metro. Owner agrees that any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the Property for the term of this Declaration.

SECTION 2 GENERAL PROVISIONS

2.1 Enforcement. Metro shall have standing, and may bring an action at law or equity in a court of competent jurisdiction to enforce all restrictions and covenants established by this Declaration and to enjoin violations, ex parte, if necessary. The failure to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. If legal proceedings of any type are begun so as to enforce the Declaration, the prevailing party shall recover reasonable attorney's fees, including attorney's fees on appeal. However, attorney's fees shall not be recovered by a prevailing party that initiated the legal proceedings unless the initiating party provided 30 days' written notice to the other party, its successors, and assigns, prior to filing any legal action.

Metro is the only party entitled to enforce the restrictions and covenants set forth herein. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

2.2 Duration. Subject to the provisions of the IGA providing for the early termination of this Declaration upon the occurrence of certain events or conditions, or otherwise upon mutual consent of the parties, the restrictions established by this Declaration shall run with and bind the Property in perpetuity.

2.3 **Amendment.** This Declaration may not be amended or revoked except by written agreement executed by Metro and Owner, their respective successors and assigns, and duly recorded in the manner then provided for by law.

2.4 **Limitation of Liability of Metro.** Under no circumstances shall Metro have any liability to Owner, its successors and assigns, or other user or tenant, lessee, guest or invitee of Owner, its successors and assigns, by virtue of Metro's enforcement or failure to enforce the rights established by this Declaration, and Owner, its successors and assigns, should defend and hold harmless Metro from same.

2.5 **Choice of Law.** This Declaration shall be interpreted under the laws of the State of Oregon.

2.6 **Breach of Agreements.** Owner represents and warrants that this Declaration does not violate any of the terms or conditions of any other agreement to which Owner is a party, or to which the Property is subject.

The parties have caused this Declaration to be signed by their respective, duly authorized representatives, as of the Effective Date.

OWNER:

By: _____

Name: _____

Title: _____

State of Oregon)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2019, by _____, as _____, of _____, an Oregon _____.

(Signature of Notarial Officer)

METRO:

By: _____

Name: _____

Title: _____

State of Oregon)
 ss.
County of _____)

This instrument was acknowledged before me on _____, 2019, by
_____, as _____, of _____, an Oregon _____.

(Signature of Notarial Officer)

Exhibit A

Property Legal Description

A tract of land situated in the Southeast one-quarter of Section 17, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Gladstone, in the County of Clackamas and State of Oregon, being a part of the Fendal Cason Donation Land Claim No. 50, being more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason Donation Land Claim No. 50, which point is marked by a Clackamas County Surveyor's monument being a 4 inch diameter brass disk in Webster Road; thence South 88°09'09" East along the North line of said Cason Donation Land Claim, 251.04 feet; thence leaving said North line, South 01°30'08" West 29.29 feet to a 5/8 inch iron rod; thence South 88°29'52" East 20.00 feet to a 5/8 inch iron rod; thence South 01°30'08" West 223.03 feet to a 5/8 inch iron rod; thence South 29°16'50" West 30.62 feet to a 5/8 inch iron rod; thence South 61°18'23" West 35.71 feet; thence South 74°10'34" West 95.53 feet to a 5/8 inch iron rod; thence North 80°31'47" West 58.22 feet to a 5/8 inch iron rod; thence on a curve to the left having a radius of 50.00 feet through a central angle of 38°00'36" (chord bears South 80°27'55" West 32.57 feet) 33.17 feet to a 5/8 inch iron rod; thence South 61°27'37" West 73.42 feet to a 5/8 inch iron rod on the Southerly line of that certain tract of land conveyed to Carl Campbell, et al, recorded in Book 680, Page 774, Deed Records; thence South 78°49'11" West along the Southerly line of said Campbell Tract, 116.54 feet to the centerline of Webster Road, as existing on March 23, 1966, from which point a 1/2 inch iron rod bears North 78°49'11" East 35.20 feet; thence North 20°19'11" East along said centerline, 409.73 feet to the point of beginning.

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION DEPOSIT
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: **Skip Rotticci** of **Colliers International** firm (the "Selling Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

(b) Buyer Agent: **Skip Rotticci** of **Colliers International** firm (the "Buying Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: Housing Authority of Clackamas County

(sign) _____ DocuSigned by: Chuck Robbins Date: 8/3/2018 11:31:18 AM PDT
E89B20DF185E44B

Seller: Northwest Behavioral Healthcare Services, Inc.

(sign) _____ DocuSigned by: Linden Fischer Date: 8/3/2018 10:52:32 AM PDT
3B98E83BC229480

Seller: Gladstone Properties, LLC

(sign) _____ Date: _____

Seller: Derek R. Salway

(sign) _____ DocuSigned by: Derek Salway Date: 8/2/2018 6:35:16 PM PDT
7105FEC847704X1

{00045955;1}

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION DEPOSIT
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: **Skip Rotticci of Colliers International** firm (the "Selling Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

(b) Buyer Agent: **Skip Rotticci of Colliers International** firm (the "Buying Firm") is the agent of
(check Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency"). one):

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED


Buyer: Housing Authority of Clackamas County

(sign) _____ Date: _____

Seller: Northwest Behavioral Healthcare Services, Inc.

(sign)  Date: 8/3/2018 10:52:32 AM PDT
DocuSigned by: Linden Fischer 3B96EA38C229480

Seller, Gladstone Properties, LLC

(sign)  Date: 8/16/18

Seller: Derek R. Salway

(sign)  Date: 8/2/2018 6:35:16 PM PDT
DocuSigned by: Derek R. Salway

OPTION OF PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR OPTION DEPOSIT (this "Agreement") dated July 18, 2018, for reference purposes only, shall be effective on the date when this Agreement has been executed and delivered by Seller and Buyer (the "Execution Date"):

BETWEEN: Northwest Behavioral Healthcare Services, Inc.; Gladstone Properties, LLC; and Derek Salway, as tenants in common (collectively "Seller")
Address: 18000 Webster Road Gladstone, OR 97027
Home Phone:
Office Phone: (503) 722-4470
Fax No.:
E-Mail: lfischer@northwestbhs.com lawlopardo@avamere.com drsalway@me.com

AND: Housing Authority of Clackamas County or assigns ("Buyer")
Address: 2051 Kaen Rd. Suite 239 Oregon City, OR 97045
Home Phone:
Office Phone: (503) 742-5345
Fax No.:
E-Mail: vbrown@co.clackamas.or.us

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 18000 Webster Road in the City of Gladstone, County of Clackamas, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; and (b) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Two Million Five Hundred Thousand dollars (\$2,500,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Option Deposit.

(a) Within five (5) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$ 25,000.00 as an Option deposit (the "Option Deposit") in the form of:
 Promissory note (the "Note"); Check; or Cash or other immediately available funds.



48 If the Option Deposit is being held by the Selling Firm Buying Firm, then the firm holding such Option Deposit
49 shall deposit the Option Deposit in the Escrow (as hereinafter defined) Selling Firm's Client Trust Account
50 Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such
51 firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

52
53 (b) The purchase and sale of the Property shall be accomplished through an escrow (the
54 "Escrow") that Seller has established or will establish with **Lawyers Title Company Portland, Oregon** (the "Escrow
55 Holder") within **three (3) days** after the Execution Date. Except as otherwise provided in this Agreement: (i) any
56 interest earned on the Option Deposit shall be considered to be part of the Option Deposit; (ii) the Option Deposit
57 shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Option
58 Deposit shall be applied to the Purchase Price at Closing.

59
60 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
61 by cash or other immediately available funds; or Other: **Cash and the proceeds of a loan from the**
62 **Department of Housing and Urban Development.**

63
64 1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the
65 "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal
66 Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-
67 exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller
68 each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided,
69 however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for
70 the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the
71 Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange
72 ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot
73 thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such
74 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging
75 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating
76 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party
77 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising
78 out of the 1031 Exchange.

79
80 **2. Conditions to Purchase.**

81
82 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

83
84 None;
85 Within **sixty (60) days** of the Execution Date, Buyer's approval of the results of
86 (collectively, the "Feasibility Contingency"): (a) the Property inspection described in
87 Section 3 below; (b) the document review described in Section 4 below; and (c)
88 Environmental Assessment and review. **Upon successful completion of the Feasibility**
89 **Contingency, Buyer will deposit an additional Option Deposit of Twenty Five Thousand Dollars**
90 **(\$25,000) in Escrow which will be subject to the conditions set forth in the Financing**
91 **Contingency. All Option Deposits and accrued interest shall remain in Escrow and be applied to**
92 **the purchase price at closing.**

93 describe any other condition);
94 Within **ninety (90) days of the expiration of the Feasibility Contingency period**, Buyer's
95 receipt of confirmation of satisfactory financing (the "Financing Condition") and approval of
96 Release of Funds by the Department of Housing and Urban Development; and/or

(00045955;1)



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Other Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Clackamas County Community Development Division as the responsible entity has provided Buyer and/or Seller with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other Contingencies in this Agreement, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. Clackamas County Community Development Division shall use its best efforts to conclude the environmental review of the property expeditiously.

The Feasibility Contingency, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

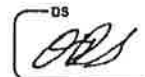
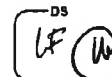
2.2 If Buyer decides to proceed to Closing, Buyer will give written notice to Seller before the expiration of the Feasibility Contingency indicating that Buyer waives the Conditions set forth in Section 2.1 or that the Conditions set forth in Section 2.1 have been satisfied. If, for any reason Buyer fails to give written waiver of the Conditions set forth in Section 2.1, or state in writing that such Conditions have been satisfied, by notice to Seller before the expiration of the Feasibility Contingency, this Agreement shall be deemed automatically terminated, the Option Deposit shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder. In addition, if Buyer is unable to receive a Release of Funds from the Department of Housing and Urban Development the Option Deposit(s) shall be immediately returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within seven (7) days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control: **Including but not limited to Business records as the pertain to the facility, plans, permits, and approvals, reports, studies, assessments related to the property, environmental assessments, soils assessments and Geotechnical reports, correspondence from or to any governmental agency or regulatory agency regarding the Property within the last 5 years, any recorded or unrecorded easement related to the property.**

5. Title Insurance. Within ten (10) days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all

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147 documents shown therein as exceptions to title ("Exceptions"). Buyer shall have **five (5)** days after receipt of a copy
148 of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title
149 or to any liens or encumbrances affecting the Property. Within **five (5)** days after receipt of such notice
150 from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to
151 Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can
152 be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within
153 **five (5)** days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i)
154 purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii)
155 terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed
156 to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall
157 remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing
158 and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or
159 agreed to by Buyer shall be deemed "Permitted Exceptions."

160
161 **6. Default; Remedies.** Notwithstanding anything to the contrary contained in this Agreement, in the event
162 Buyer fails to deposit the Option Deposit(s) in Escrow strictly as and when contemplated under Section 1.2.1 or
163 Section 1.2 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Option
164 Deposit to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written
165 notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or
166 waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole
167 remedy shall be to retain the Option Deposit(s) paid by Buyer. In the event Seller fails, through no fault of Buyer, to
168 close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including
169 without limitation, the return of the Option Deposit(s) paid by Buyer or the remedy of specific performance. In no
170 event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's
171 failure to close the sale of the Property.

172
173 **7. Closing of Sale.**

174
175 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before
176 or **thirty (30)** days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in
177 writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the
178 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to
179 Seller.

180
181 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds
182 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall
183 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign
184 person" as such term is defined by applicable law and regulations.

185
186 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty
187 deed or ___ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA
188 form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title
189 to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained
190 in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of
191 title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any
192 endorsements required by Buyer.

193
194 **8. Closing Costs; Prorations.** Seller shall pay the premium for the Title Policy, provided, however, if Buyer
195 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the
196 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees

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197 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom
198 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing,
199 assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing
200 Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the
201 Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to
202 Tenancies shall be assigned and delivered to Buyer at Closing. Seller Buyer N/A shall be responsible for
203 payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or
204 program.

205
206 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
207 existing as of the Closing Date, to Buyer on the Closing Date or ____.

208
209 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
210 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
211 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in
212 the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,
213 and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10
214 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results
215 of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's
216 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and
217 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing
218 for one (1) year.

219
220 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
221 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has
222 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Option Deposit is non-
223 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,
224 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material
225 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)
226 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

227
228 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
229 of Seller; is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
230 entity owned and controlled by Buyer. Assignment is PROHIBITED, if no box is checked. If Seller's written
231 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a
232 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

233
234 13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE
235 FOLLOWING SHALL APPLY TO THIS AGREEMENT:

236
237 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE
238 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED
239 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT
240 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND
241 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF
242 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND
243 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS
244 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE ___ GEOGRAPHIC AREA (IF BLANK IS NOT
245 COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED
246 WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING

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247 OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE
248 ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION
249 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,
250 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS
251 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY
252 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS
253 ACTION.

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256 Initials of Buyer

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LF [Signature] W
Initials of Seller

258 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,
259 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an
260 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to
261 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party
262 its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually
263 incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the
264 amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any
265 appeal or review, and shall be in addition to all other amounts provided by law.

266
267 15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A
268 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE
269 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR
270 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
271 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
272 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER
273 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
274 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
275 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
276 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
277 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED
278 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT
279 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE
280 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
281 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND
282 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

283
284 16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
285 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
286 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
287 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
288 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
289 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
290 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
291 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

292
293 17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
294 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
295 agrees to pay a commission to Selling Firm in the amount of either: five percent (5%) of the Purchase Price or
296 \$. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives

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[Signature] W

297 **one hundred percent (100%)** and Buying Firm receives **zero percent (0 %)**. Seller shall cause the Escrow Holder
298 to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of
299 this Agreement, whichever occurs first.

300

301 18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
302 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
303 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of
304 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following
305 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in
306 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this
307 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such
308 notice will be deemed delivered on the next following business day.

309

310 19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
311 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,
312 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
313 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
314 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
315 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
316 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
317 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
318 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
319 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be
320 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely
321 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.
322 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller
323 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement
324 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this
325 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

326

327 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed
328 and construed by, the laws of the State of Oregon.

329

330 21. Lease(s) and Personal Property.

331

332 21.1 Leases. Intentionally Omitted.

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334

335 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by
336 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the
337 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
338 Sale.

339

340 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
341 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
342 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

343

344 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
345 incorporated within this Agreement:

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Exhibit A – Legal Description of Property [REQUIRED]

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- Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- Exhibit C – Bill of Sale (if applicable)
- Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- Exhibit E – AS IS Exceptions (if applicable)

24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on **August 3, 2018**, then the Option Deposit shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

DocuSigned by:
Buyer Signature: Chuck Robbins Date: 8/3/2018 11:31:18 AM PDT

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer **HOUSING AUTHORITY OF CLACKAMAS COUNTY**
By: Chuck Robbins
Name: **Chuck Robbins**
Title: **Director**
Date: 8/3/2018 11:31:18 AM PDT

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller: **NORTHWEST BEHAVIORAL HEALTHCARE SERVICES, INC.**

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DocuSigned by:
Linden Fischer

By: _____
Name: **Linden Fischer**
Title: **Vice President**
Date: **8/3/2018 10:52:32 AM PDT**

Seller: **DEREK R. SALWAY**

DocuSigned by:
Derek R. Salway

By: _____
Name: **Derek R. Salway**
Title: **an Individual**
Date: **8/2/2018 6:35:16 PM PDT**

Seller: **GLADSTONE PROPERTIES, LLC**

By: _____
Name: *Gladstone Properties*
Title: *Broker*
Date: *8/1/18*



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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	
• Option Deposit due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before 3 days following execution of this Agreement
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within <u>7</u> days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within <u>10</u> days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within 5 days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within 5 days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within 5 days after receipt of Seller's title response
• Expiration date for satisfaction of Feasibility Contingency (Section 2.1):	Within 60 days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within 90 days of the expiration of Feasibility Contingency Period
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within 150 days of the Execution Date
• Closing Date (Section 7.1):	<u>Within 30 days following expiration of the Financing Conditions Period</u>

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Initials of Buyer: OS
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Initials of Seller: OS OS
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A tract of land situated in the Southeast one-quarter of Section 17, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Gladstone, in the County of Clackamas and State of Oregon, being a part of the Fendal Cason Donation Land Claim No. 50, being more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason Donation Land Claim No. 50, which point is marked by a Clackamas County Surveyor's monument being a 4 inch diameter brass disk in Webster Road; thence South 88°09'09" East along the North line of said Cason Donation Land Claim, 251.04 feet; thence leaving said North line, South 01°30'08" West 29.29 feet to a 5/8 inch iron rod; thence South 88°29'52" East 20.00 feet to a 5/8 inch iron rod; thence South 01°30'08" West 223.03 feet to a 5/8 inch iron rod; thence South 29°16'50" West 30.62 feet to a 5/8 inch iron rod; thence South 61°18'23" West 35.71 feet; thence South 74°10'34" West 95.53 feet to a 5/8 inch iron rod; thence North 80°31'47" West 58.22 feet to a 5/8 inch iron rod; thence on a curve to the left having a radius of 50.00 feet through a central angle of 38°00'36" (chord bears South 80°27'55" West 32.57 feet) 33.17 feet to a 5/8 inch iron rod; thence South 61°27'37" West 73.42 feet to a 5/8 inch iron rod on the Southerly line of that certain tract of land conveyed to Carl Campbell, et al, recorded in Book 680, Page 774, Deed Records; thence South 78°49'11" West along the Southerly line of said Campbell Tract, 116.54 feet to the centerline of Webster Road, as existing on March 23, 1966, from which point a 1/2 inch iron rod bears North 78°49'11" East 35.20 feet; thence North 20°19'11" East along said centerline, 409.73 feet to the point of beginning.

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A tract of land situated in the Southeast one-quarter of Section 17, Township 2 South, Range 2 East of the Willamette Meridian, in the City of Gladstone, in the County of Clackamas and State of Oregon, being a part of the Fendal Cason Donation Land Claim No. 50, being more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason Donation Land Claim No. 50, which point is marked by a Clackamas County Surveyor's monument being a 4 inch diameter brass disk in Webster Road; thence South 88°09'09" East along the North line of said Cason Donation Land Claim, 251.04 feet; thence leaving said North line, South 01°30'08" West 29.29 feet to a 5/8 inch iron rod; thence South 88°29'52" East 20.00 feet to a 5/8 inch iron rod; thence South 01°30'08" West 223.03 feet to a 5/8 inch iron rod; thence South 29°16'50" West 30.62 feet to a 5/8 inch iron rod; thence South 61°18'23" West 35.71 feet; thence South 74°10'34" West 95.53 feet to a 5/8 inch iron rod; thence North 80°31'47" West 58.22 feet to a 5/8 inch iron rod; thence on a curve to the left having a radius of 50.00 feet through a central angle of 38°00'36" (chord bears South 80°27'55" West 32.57 feet) 33.17 feet to a 5/8 inch iron rod; thence South 61°27'37" West 73.42 feet to a 5/8 inch iron rod on the Southerly line of that certain tract of land conveyed to Carl Campbell, et al, recorded in Book 600, Page 774, Deed Records; thence South 78°49'11" West along the Southerly line of said Campbell Tract, 116.54 feet to the centerline of Webster Road, as existing on March 23, 1966, from which point a 1/2 inch iron rod bears North 78°49'11" East 35.20 feet; thence North 20°19'11" East along said centerline, 409.73 feet to the point of beginning.

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EXHIBIT C
BILL OF SALE

Northwest Behavioral Healthcare Services, Inc., an Oregon Corporation ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to **Housing Authority of Clackamas County**, an Oregon Public Agency ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at **18000 Webster Road** in the City of **Gladstone**, County of **Clackamas**, State of **Oregon**, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of _____, _____.

SELLER: **NORTHWEST BEHAVIORAL HEALTHCARE SERVICES, INC.**

BUYER: **HOUSING AUTHORITY OF CLACKAMAS COUNTY**



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EXHIBIT D
LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Option Deposit (Oregon Commercial Form) dated ____, 20__ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):

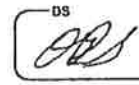
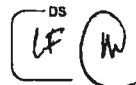
Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.



48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the
49 information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE
50 ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated
51 as an original.

Seller Agent _____ Date _____ ← Seller _____ Date _____ ←
Selling Firm _____ Seller _____ Date _____ ←

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BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE
AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

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BUYER'S ACKNOWLEDGMENT

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.1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of
this form.

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.2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

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.3 Buyer has (check one below):

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Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or
inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the
right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day
period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as
applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin
and end ____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to
Seller on or before ____, 20__ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum.
If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Option Deposit shall be returned to
Buyer, together with any interest thereon.

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
lead-based paint hazards.

Buyer _____ Date _____ ←

Buyer _____ Date _____ ←

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CERTIFICATION OF ACCURACY

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This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed
the information and certify, to the best of their knowledge, that the information they provided herein is true and
accurate.

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer _____ Date _____ ← Seller _____ Date _____ ←

Buyer Agent _____ Date _____ ← Seller Agent _____ Date _____ ←

Buying Firm _____ Seller Firm _____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

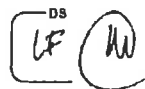


EXHIBIT E
AS IS EXCEPTIONS

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<input checked="" type="checkbox"/>	None
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**FIRST AMENDMENT
TO
OPTION AGREEMENT AND RECEIPT FOR OPTION MONEY**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**First Amendment**"), dated as of December 27, 2018, is made by and Northwest Behavioral Healthcare Services, Inc. Gladstone Properties, LLC, and Derek Salway as tenants in common ("Owner"), and Housing Authority of Clackamas County ("Optionee"), with reference to the following:

WHEREAS, Optionee and Owner are parties to that certain Option Agreement and Receipt of Option Money dated as of August 3, 2018 (the "**Option Agreement**");

WHEREAS, Owner and Optionee have agreed to enter into this First Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Owner hereby agree to the following:

1. Terms. All initially capitalized terms which are used in this First Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Option Agreement.
2. Extension of Financing Contingency Period. Owner and Optionee agree to extend the Financing Contingency Period for an additional ninety (90) days.
3. Option Agreement Ratified. In all other respects, except as otherwise provided by this First Amendment, the undersigned hereby ratify and confirm the Option Agreement and Receipt for Option Money which remains in full force and effect.
4. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

IN WITNESS WHEREOF, the undersigned hereby execute this First Amendment to be effective as of December 27, 2018.

OWNER:
NORTHWEST BEHAVIORAL SERVICES, INC.

By:  Date: _____

OWNER:
GLADSTONE PROPERTIES, LLC

By:  Date: 1/2/2019

Owner:
DEREK R. SALWAY

By: _____ Date: _____

Optionee:

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By:  Date: 12/27/2018
DocuSigned by:
Chuck Robbins
E89B20DF183E44B

**FIRST AMENDMENT
TO
OPTION AGREEMENT AND RECEIPT FOR OPTION MONEY**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "First Amendment"), dated as of December 27, 2018, is made by and Northwest Behavioral Healthcare Services, Inc. Gladstone Properties, LLC, and Derek Salway as tenants in common ("Owner"), and Housing Authority of Clackamas County ("Optionee"), with reference to the following:

WHEREAS, Optionee and Owner are parties to that certain Option Agreement and Receipt of Option Money dated as of August 3, 2018 (the "Option Agreement");

WHEREAS, Owner and Optionee have agreed to enter into this First Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Owner hereby agree to the following:

1. Terms. All initially capitalized terms which are used in this First Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Option Agreement.
2. Extension of Financing Contingency Period. Owner and Optionee agree to extend the Financing Contingency Period for an additional ninety (90) days.
3. Option Agreement Ratified. In all other respects, except as otherwise provided by this First Amendment, the undersigned hereby ratify and confirm the Option Agreement and Receipt for Option Money which remains in full force and effect.
4. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

IN WITNESS WHEREOF, the undersigned hereby execute this First Amendment to be effective as of December 27, 2018.

OWNER:
NORTHWEST BEHAVIORAL SERVICES, INC.

By: _____ Date:

OWNER:
GLADSTONE PROPERTIES, LLC

By:  _____ Date:

Owner:
DEREK R. SALWAY

By: _____ 12/30/2018 _____ Date:

Optionee:

HOUSING AUTHORITY OF CLACKAMAS COUNTY

DocuSigned by:
Chuck Robbins
By: _____ Date: 12/27/2018
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**SECOND AMENDMENT
TO
OPTION AGREEMENT AND RECEIPT FOR OPTION MONEY**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**First Amendment**"), dated as of December 27, 2018, is made by and between Northwest Behavioral Healthcare Services, Inc., Gladstone Properties, LLC, and Derek Salway as tenants in common ("Owner"), and Housing Authority of Clackamas County ("Optionee"), with reference to the following:

WHEREAS, Optionee and Owner are parties to that certain Option Agreement and Receipt of Option Money dated as of August 3, 2018 (the "**Option Agreement**");

WHEREAS, Owner and Optionee have agreed to enter into this Second Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Owner hereby agree to the following:

1. Terms. All initially capitalized terms which are used in this Second Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Option Agreement.
2. Extension of Closing. Owner and Optionee agree to extend closing of the transaction to on or before June 1, 2019.
3. Option Agreement Ratified. In all other respects, except as otherwise provided by this Second Amendment, the undersigned hereby ratify and confirm the Option Agreement and Receipt for Option Money which remains in full force and effect.
4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

IN WITNESS WHEREOF, the undersigned hereby execute this Second Amendment to be effective as of May 2, 2019.

**OWNER:
NORTHWEST BEHAVIORAL SERVICES, INC.**

By: _____ Date: _____

**OWNER:
GLADSTONE PROPERTIES, LLC**

DocuSigned by:
By: Larry Lopardo Date: 5/3/2019
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**OWNER:
DEREK R. SALWAY**

By: _____ Date: _____

Optionee:

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By: _____ Date:

**THIRD AMENDMENT
TO
OPTION AGREEMENT AND RECEIPT FOR OPTION MONEY**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Third Amendment**"), dated as of May , 2019, is made by and Northwest Behavioral Healthcare Services, Inc. Gladstone Properties, LLC, and Derek Salway as tenants in common ("Owner"), and Housing Authority of Clackamas County ("Optionee"), with reference to the following:

WHEREAS, Optionee and Owner are parties to that certain Option Agreement and Receipt of Option Money dated as of August 3, 2018 (the "**Option Agreement**");

WHEREAS, Owner and Optionee have agreed to enter into this Third Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionee and Owner hereby agree to the following:

1. Terms. All initially capitalized terms which are used in this Third Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Option Agreement.
2. Financing Contingency. Optionee's obligation to purchase the Property is subject to the condition precedent of Optionee obtaining financing through the Metro Affordable Housing Bond program as a result of Measure 26-199.
3. Title Exceptions. Optionee's obligation to purchase the Property is subject to removal of the following title exceptions:
 - Special Exception #6
 - Special Exception #7
 - Special Exception #10
4. Closing Extension. Optionee and Owner agree to extend the closing date to on or before June 12, 2019.
5. Option Agreement Ratified. In all other respects, except as otherwise provided by this First Amendment, the undersigned hereby ratify and confirm the Option Agreement and Receipt for Option Money which remains in full force and effect.
6. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

IN WITNESS WHEREOF, the undersigned hereby execute this THIRD AMENDMENT to be effective as of May , 2019.

OWNER:
NORTHWEST BEHAVIORAL SERVICES, INC.

By: _____ Date:

OWNER:
GLADSTONE PROPERTIES, LLC

By: _____ Date:

Owner:
DEREK R. SALWAY

By: _____ Date:

Optionee:

HOUSING AUTHORITY OF CLACKAMAS COUNTY

By: _____ Date:



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 6, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Offering to Transfer Jurisdiction from
Clackamas County to the City of Tualatin of a portion of
Borland Road (Market Road No. 4)**

Purpose/Outcomes	Jurisdictional transfer of a portion of Borland Road to the City of Tualatin.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on the County maintained portion of road located entirely within the City of Tualatin. Initial cost of transfer is \$366,500, which represents the cost of a 2" asphalt overlay and necessary ADA improvements along that portion being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	BCC consent 4/4/19: Approval of an IGA with the City of Tualatin regarding the transfer of jurisdiction of Borland Road
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Counsel Review	Reviewed and approved by County Counsel on 05/28/19.
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Borland Road in Tualatin, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Tualatin have agreed to the transfer of Borland Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service. The portion of Borland road to be transferred is located entirely within Tualatin city limits.

The County and the City of Tualatin have an agreement to provide funds to the City of Tualatin in the amount of \$366,500. This represents the cost of a 2" asphalt overlay and necessary ADA improvements along the portion of road being transferred, in exchange for the City assuming exclusive jurisdiction over the portion of Borland Road, containing approximately 340,000 square feet of Right-of-Way. The City of Tualatin has agreed to complete the necessary ADA

improvements by December 31, 2021. By accepting jurisdiction over a portion of Borland Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

RECOMMENDATION:

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Tualatin related to the transfer of jurisdiction of a portion Borland Road.

Respectfully submitted,

Michael Bays -Survey/CADD Supervisor
Attachments: Board Order, Exhibits A and B

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

In the matter of transferring to the City of Tualatin, jurisdiction over Borland Road Market Road No. 4, DTD No. 21547



Board Order No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the County initiating action pursuant to ORS 373.270(5) to surrender jurisdiction of a county road within the boundary of the City of Tualatin, and the preceding negotiation between the City of Tualatin and Clackamas County Department of Transportation and Development to transfer a portion of the following road, as more particularly described in Exhibit A, and as depicted in Exhibit B, both of which are attached hereto and incorporated herein:

<u>Road Name</u>	<u>Mrkt #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Borland Road	4	21547	MP 0.0	MP 0.78	340,000

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in The Times Newspaper on 05/02/19, 05/09/19, 05/16/19, and 05/23/19; now therefore,

IT IS HEREBY ORDERED that Clackamas County offers to surrender jurisdiction of the portion of Borland Road described above to the City of Tualatin such that full and absolute jurisdiction of said roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefore be transferred to the City of Tualatin and shall vest as of the date the City of Tualatin accepts, by appropriate municipal legislation, the County's offer to surrender jurisdiction; and,

IT IS FURTHER ORDERED that this offer shall be withdrawn unless it is accepted by the City of Tualatin within one year of the date of this order; and,

IT IS FURTHER ORDERED that, upon acceptance by the City of Tualatin of the County's offer to surrender jurisdiction pursuant to ORS 273.270(5), the portion of roadway described herein, 340,000 square feet, more or less, be removed from the County's Road Inventory; and,

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

In the matter of transferring to the
City of Tualatin, jurisdiction over
Borland Road Market Road No.
4, DTD No. 21547



Board Order No. _____

Page 2 of 2

IT IS FURTHER ORDERED that
copies of this Order be submitted to the Clackamas County Clerk's office for recording
and that copies be subsequently sent without charge to the Clackamas County Surveyor,
Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

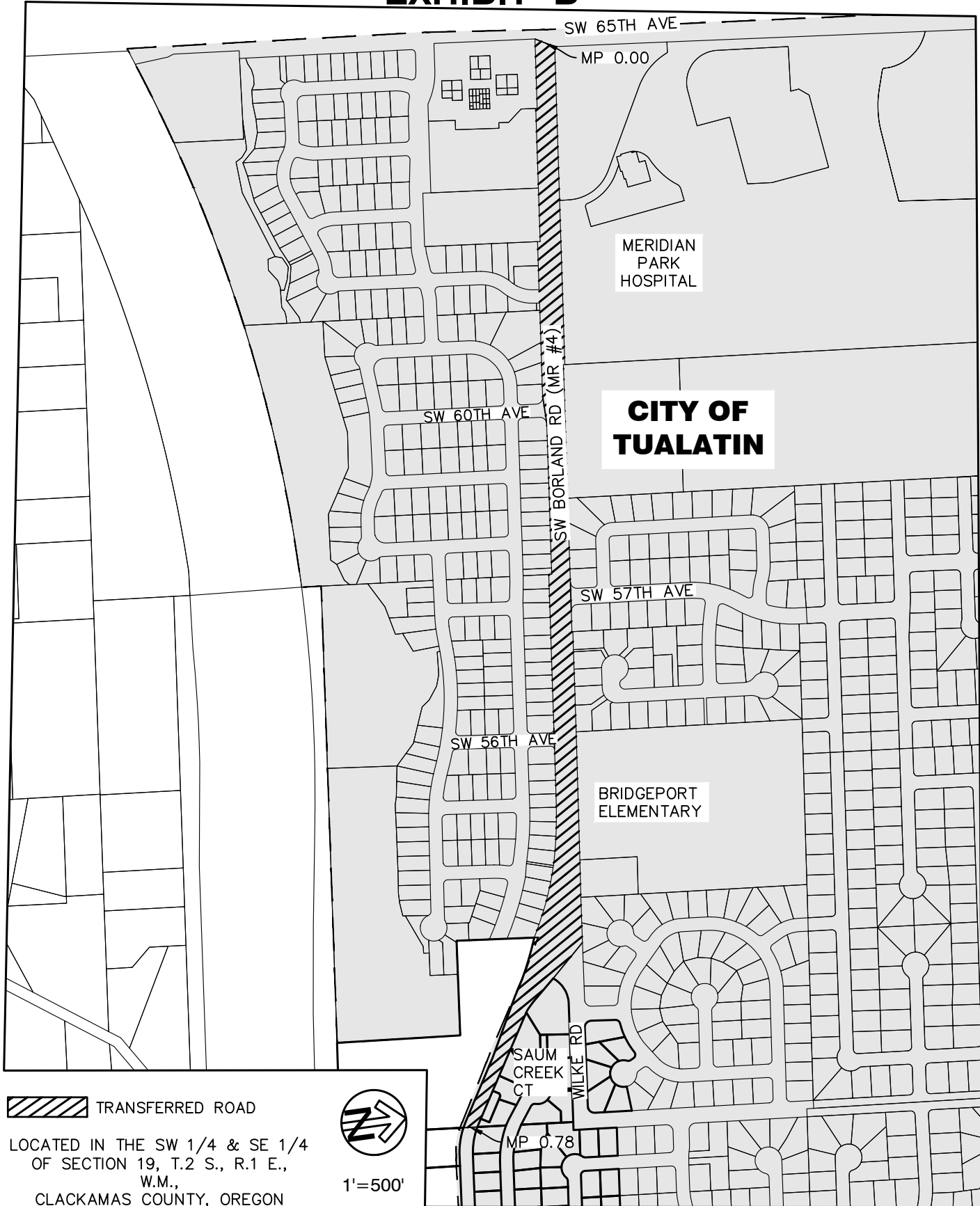
Exhibit A

Southwest Borland Road Description

All that portion of SW Borland Road, Market Road No. 4, Department of Transportation and Development maintenance No. 21547; Situated in the southwest 1/4 and southeast 1/4 of Section 19, T. 2S., R. 1E., W.M. as depicted on Exhibit B, attached hereto, lying East of and between SW 65th Avenue (mile point 0.00) and the extension of the easterly boundary of the plat of "Saum Creek Court", Plat No. 3316 (mile point 0.78), being a total of approximately 4,120 feet long, varying in width.

Containing 340,000 square feet, more or less.

EXHIBIT "B"



TRANSFERRED ROAD

LOCATED IN THE SW 1/4 & SE 1/4
OF SECTION 19, T.2 S., R.1 E.,
W.M.,
CLACKAMAS COUNTY, OREGON



1"=500'

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: M.BAYS

DATE: 12/17/2018

JURISDICTIONAL TRANSFER

BORLAND ROAD
MARKET ROAD #4

SHEET

1 OF 1



June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of an Ordinance Amending Chapter 6.06,
Park Rules, of the Clackamas County Code

Purpose/Outcomes	Provides for certain revisions to Code language to ensure continued public safety and improve the customer experience in county parks.
Dollar Amount and Fiscal Impact	A fine of \$150 will be imposed under 6.06.050.L.4 for public urination and/or defecation.
Funding Source	n/a
Duration	In effect until further amended or repealed.
Strategic Plan Alignment	1. Build Public Trust through Good Government 2. Honor, Utilize, Promote and Invest in our Natural Resources.
Previous Board Action	The BCC held the first hearing of the ordinance change to County Code 6.06 at its May 16, 2019 Business Meeting.
Contact Person	Rick Gruen, BCS County Parks & Forest Manager, x4345

BACKGROUND:

Business and Community Services County Parks manages nearly 1,000 acres of park lands including 3 campgrounds, 209 campsites, 11 day use areas and 4 public boat ramps. The public values fair and equitable access to clean and safe parks as demonstrated in recent park user surveys and through review and input provided by the County Parks Advisory Board.

Amendments to Chapter 6.06, Park Rules, of Clackamas Code include: 1) Large group bookings (over 30 campsites) will be restricted during peak season dates and require advance payment (County Code 6.06.040.B.2); 2) Year-in-advance reservations that are partially cancelled will be subject to cancellation penalties (County Code 6.06.040.C.4); and 3) Public urination and defecation shall be explicitly prohibited, with the fine amount of \$150 to be codified under County Code 6.06.050.L.4.

Staff desires to have these changes in effect prior to the beginning of Parks' busiest season (typically early July) in order to begin applying the new standards for reservations and to enforce the new prohibitions. As such, staff further requests that the Board find an emergency so that the

amendments take immediate effect following the second reading as opposed to the 90-day effective date.

The second reading by Title Only shall be held on Thursday, June 6, 2019.

County Counsel has reviewed and approved the language of Chapter 6.06 Code Amendments.

RECOMMENDATION:

Staff respectfully requests that the Board approve the Ordinance changes amending Chapter 6.06, Park Rules, and declare an emergency so that the amendments take effect immediately upon their adoption.

Respectfully submitted,

Laura Zentner, Director
Business and Community Services

ORDINANCE NO. 03-2019

**An Ordinance Amending
Chapter 6.06, Parks Rules, of the Clackamas County Code, and declaring
an emergency.**

WHEREAS, Business and Community Services County Parks is amending Chapter 6.06 Park Rules of the Clackamas County Code. The amendments to Chapter 6.06, Park Rules, of Clackamas Code include: 1) Large group bookings (over 30 campsites) will be restricted during peak season dates and require advance payment (County Code 6.06.040.B.2); 2) Year-in-advance reservations that are partially cancelled will be subject to cancellation penalties (County Code 6.06.040.C.4); and 3) Public urination and defecation shall be explicitly prohibited, with the fine amount of \$150 to be codified under County Code 6.06.050.L.4.

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

Section 1: Chapter 6.06, Park Rules, of Clackamas County, is hereby amended as shown on Exhibit A, attached hereto and incorporated herein by this reference.

Section 2: Emergency Clause. The Board of Commissioners hereby finds and declares that due to the need to apply the new standards for reservations and to enforce the new prohibitions before Clackamas County Parks' summer season, an emergency exists requiring the Ordinance to take immediate effect. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 6th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 6.06

6.06 PARK RULES

6.06.010 Policy and Purpose

The purpose of this chapter is to protect County parks, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00; renumbered from 6.06.02 by Ord. 04-2013, 8/22/13]

6.06.020 Definitions

- A. APPROVED CAMPING SHELTER means ground tents, vehicle tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.
- B. BOARD means the Board of County Commissioners of Clackamas County.
- C. DIVISION means the Clackamas County Parks Division of the Business and Community Services Department and its employees.
- D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.
- E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.
- F. PARKS EMPLOYEE means ~~the individual in charge of and/or responsible for a County park area~~ a County employee, caretaker, host, or agent.
- G. PARKS DIRECTOR AND/OR THEIR DESIGNATEE means the person designated by the Board or the Department to administer the County's programs and policies for County parks, forests, and recreation areas.
- H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.
- I. PROHIBITED ARTICLES means fireworks, weapons, glass, and alcoholic beverages under this Chapter.
- J. RESERVATION includes, but is not limited to, calling, ~~or conveying in writing (fax, email, US mail)~~ booking online or by email, in advance to obtain a campsite or day-use area.
- K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord 04-2013, 8/22/13; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 07-2018, 6/28/18]

6.06.030 Opening, Closing, Entry Into Parks

- A. The Division is hereby authorized to close to the public use of any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.
- B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:
1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
 2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
 3. Any person in violation of park rules is subject to citation and immediate trespass.
- C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.
- D. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person. For all misplaced or stolen parking permits, there shall be a nominal fee for replacement.

Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner is a violation of this section requiring payment.

- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.

- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.
- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.
- I. The daily opening and closing times for each Clackamas County Park, including but not limited to Barlow Wayside, Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Knights Bridge, Madrone Wall, Metzler, Ed Latourette, Feldheimer ~~Boat Ramp~~, Wagon Wheel, and Wilhoit Springs, shall be established by the Parks Director and/or their designate and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel or agents, shall enter or remain in any park area after the daily closing time and before the daily opening time, without prior written authorization.
- K. User fees for campsites are due and shall be paid prior to each day's use. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Campsites may be accommodated with any approved camping shelter except those areas that have specific designated usage, i.e., RV only, ~~ground~~-tent only.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply:
 - 1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite.
 - 2. A maximum occupancy of 8 persons per site.
 - 3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
 - 4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay.

Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.

- S. Parks with accessible campsites for Persons with Disabilities shall:
1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
 2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
 3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord. 04-2013, 8/22/13; Amended by Ord. 05-2015, 5/14/15; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 07-2018, 6/28/18]

6.06.040 Reservations And Check In/Out Times

- A. All persons making reservations must be 18 years of age or older.
- B. Online reservations for camp sites, sheltered and non-sheltered picnic areas must be made a minimum of 3 days in advance. Payment for reservations of picnic areas and campsites are due in full at the time of booking unless booking ten (10) or more campsites.
1. Reservations for ten (10) or more campsites must be made through the Parks Administration Office and requires a deposit of the reservation fee and first night's rental fee due at the time of booking the reservation. The remaining balance is due thirty (30) days ~~prior to the arrival date~~ after making the reservation. The Parks Division reserves the right to cancel a reservation of ten (10) or more campsites, without notification, if the final payment has not been paid as per policy.
 2. No group may book more than thirty (30) campsites for the same date(s) in any one park on Memorial Day weekend or during the peak season from July 1 though Labor Day weekend.
- C. Cancellations and refunds:
1. For campsites (full hook-up, partial hook-up, primitive) and bunkhouse:
 - a. If cancellation is made four (4) or more days in advance of the arrival date, a refund will be issued by the Parks Division less the reservation fee and a cancellation fee.
 - b. If cancellation is made within three (3) days of the arrival date, a partial refund will be issued by the Parks Division less the reservation fee, a cancellation fee and the first night's camping fee.
 2. For sheltered and non-sheltered picnic areas:
 - a. If cancellation is made fifteen (15) days or more in advance of the reserved use date, a refund will be issued less the reservation fee and a cancellation fee.
 - b. If cancellation is made within fourteen (14) days of the reserved use date, no refunds will be issued.
 3. Reservation and transaction fees are non-refundable.

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4. If days are removed from the front of a reservation, resulting in the new arrival date being more than one year from when the original reservation was made, the County reserves the right to cancel the entire reservation and retain the reservation fee and first night's camping fee.

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- D. Changes to overnight camping reservations and day use reservations, such as a reduction in the number of campsites, or a change in the location or date, can be made at any time, except as noted in subsection (C)(4), but a change fee is required and will be charged at the time of the change request.
- E. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- F. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
1. The non-reserved party shall vacate the site immediately or be subject to eviction;
 2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;
 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- G. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 01-2016, 3/24/16; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

6.06.050 Violations

- A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.
- B. No person shall expose his or her genitalia or breasts, or be completely nude (full nudity) while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex or children.
- C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse or an act of oral or anal sexual intercourse; or an act of exposing the genitals of the person with the intent of arousing the sexual desire of the person or another person, as defined in ORS 163.465.

D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.

E. Fires

1. Fires in park areas shall be confined to:
 - a. Fire rings, fire pits, or fireplaces provided for such purposes;
 - b. Portable stoves in established campsites and picnic areas where fires are permitted.
2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.
3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.
4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.

F. Fireworks and Weapons

1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.
2. No person shall discharge in any park area any firearm, pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.
3. No person shall possess in any park area any: loaded firearm, loaded pellet gun; paintball gun; bow and arrow; slingshot; other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:
 - a. a law enforcement officer or authorized agent in the performance of official duty,
 - b. a member of the military in the performance of official duty,
 - c. a person licensed to carry a concealed handgun, or
 - d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.
4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the Parks Director and/or their designatee.

G. Alcoholic Beverages

1. No person shall possess alcoholic beverages in any general day use area in any county park. Permits may be issued for designated reservable group picnic areas when requested and approved and upon payment for the group picnic area. Permits for the possession of alcoholic beverages in reserved campsites isare not required. Violations shall be treated as a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.

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2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.
3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without ~~the written~~ permission from the Parks Director and/or their designee.
4. No person shall set up or use a public address system in any park area without the written permission from the Parks Director and/or their designee.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person ~~ah~~shall operate any remote control device in any park area (i.e., drones, airplanes, cars, etc.).
9. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without the written permission from the Parks Director and/or their designee.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written permission of the Parks Director and/or their designee.
3. No person shall advertise any goods or services in any park area without the written permission from the Parks Director and/or their designee.
4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without the written permission from the Parks Director and/or their designee.

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (e.g., equestrian trails/facilities) without the written permission from the Parks Director and/or their designee.
2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A ~~County Parks e~~Employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent interference by the animal with the safety, comfort, and wellbeing of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.
3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.

4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
6. No person shall have or allow more than two (2) domestic pets or other animals in any campsite.

K. Motor Vehicles

1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
 - a. The traffic;
 - b. The surface and width of the highway;
 - c. The hazard at intersections;
 - d. Weather;
 - e. Visibility; and
 - f. Any other conditions then existing.
3. No person shall park a vehicle:
 - a. In violation of any "No Parking" signs or markings authorized by the Parks Director and/or their designatatece;
 - b. In any location within a park, other than officially designated parking lots and parking spaces;
 - c. On grass, dirt, or landscaped areas that have not been graveled and designated for parking;
 - d. Beyond the edges of curbing or parking lots; or
 - e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.
4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.
5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.
6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the Parks Director and/or their designatatece.

L. Waste Disposal

1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.
2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.

3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.

4. No person shall urinate or defecate in public in any park area.

M. Camping Rules

1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.
2. No person may camp in any one park area for more than fourteen (14) days in one eighteen (18) day period of time. No person may camp for more than twenty-eight (28) days total in the County Parks system as a whole, in any one camping season from May 1 to November 30, without the written permission from the Parks Director and/or their designatee.
3. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.
4. No person shall camp overnight without an approved camping shelter.
5. No person shall wash a vehicle or trailer in any campsite.
6. No swimming pools of any size shall be filled with water in the campground without the written permission of the Parks Director and/or their designatee.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Amended by Ord. 04-2013, 8/22/13; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

6.06.060 Enforcement and Penalties

- A. Any County employee or agent designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order any person violating these rules to leave the park areas, and issue citations for violations of these rules, except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or booting provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.
- B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.
- C. Form of citation:
 1. Description of the specific violation alleged;
 2. The date, time, and location of its occurrence;
 3. The maximum amount of the fine for the violation alleged;
 4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
 5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent bail, and requesting a hearing;
 6. The address to which the form should be sent;

7. The telephone number of the person or facility which may be contacted for information;
8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and

D. Upon receiving a citation under this chapter, the cited person may:

1. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation by credit card; forfeiture may be made by mail but must be actually received by the Sheriff within 20 days from the date of the citation; or
2. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 20 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. The Hearings Officer shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 20 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process.

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.
2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an attorney on its behalf.
3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine

the amount of witness fees to be paid out of any deposit, or refunded.

4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.15 and amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 04-2017, 5/4/17; Amended by Ord. 07-2018, 6/28/18]

6.06.04.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

6.06.07.01[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

06.06.07.02 [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

6.06.070 Vehicle Towed

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.11 by Ord. 04-2013, 8/22/13]

6.06.080 Fines

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03; Renumbered from 6.06.17 and amended by Ord. 04-2013, 8/22/13]

June 6, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #18 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #18 Increases PE46-01 RH Community Participation & Assurance of Access - (April - June)
Dollar Amount and Fiscal Impact	Amendment #18 increases this Agreement by \$10883. for a new Contract maximum value of \$6,561,546.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3, September 27, 2018 , 092718-A5, November 8, 2018, Agenda item 110818- A-1, November 29, 2018 – Agenda Item 112918-A1, January 24, 2019 – Agenda Item 012419-A-2, April 25, 2019 – Agenda Item 041519-A3
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Counsel Review	County Counsel has reviewed and approved this document on May 16, 2019
Contract No.	8327-18

BACKGROUND:

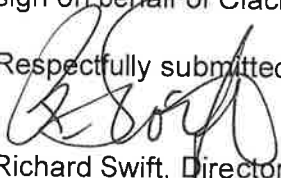
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #18 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #18 increases this Agreement by \$10,883. for a new Contract maximum value of \$6,561,546.00.

This Amendment is effective upon signature and continues through June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services

Agreement #154103



**EIGHTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Eighteenth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Public Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. Signatures.

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 3
1) Grantee Name: Clackamas County		2) Issue Date April 10, 2019		This Action AMENDMENT FY 2019
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	486,823	0	486,823	
PE03 Tuberculosis Case Management	0		0	
PE07 HIV Prevention Services	130,555		130,555	
PE12 Public Health Emergency Preparedness and Response (PHEP)	184,568		184,568	
PE13 Tobacco Prevention and Education Prgram (TPEP)	227,587		227,587	
PE13-02 Tobacco Prevention and Education (TPEP) - SPArC	299,211		299,211	
PE27-02 PDOP - Opiod State Targeted Response (OSTR)	79,583		79,583	
PE40-01 WIC NSA: July - September	200,074		200,074	
PE40-02 WIC NSA: October - June	600,221		600,221	
PE40-03 BFPC: July - September	17,353		17,353	
PE40-04 BFPC: October - June	52,058		52,058	
PE40-05 Farmer's Market	3,769		3,769	
PE42-01 MCAH Title V CAH (FY18-19)	36,671		36,671	
PE42-02 MCAH Title V Flexible Funds (FY18-19)	85,564		85,564	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,490		11,490	
PE42-04 MCAH Babies First! General Funds	36,708		36,708	
PE42-05 MCAH Oregon Mothers Care Title V (FY18-19)	8,834		8,834	
PE42-06 MCAH General Funds & Title XIX	21,556		21,556	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
	Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961
PE44-01	SBHC Base	351,600		351,600
PE44-02	SBHC - Mental Health Expansion	344,884		344,884
PE46	RH Community Participation & Assurance of Access	34,947		34,947
PE46-01	RH Community Participation & Assurance of Access - (April-June)	0	10,883	10,883
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475		147,475
		3,453,492	10,883	3,464,375
5) Foot Notes:				
PE03	1	Tuberculosis funding has been changed to a fee for service model.		
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE13-02	1	The LPHA award amount is designated for the agency-approved SPARC work plan on file with OHA. The performance period is Aug. 1, 2018 - June 30, 2019. A separate expenditure report for this funding is required for SPARC work done under Project Element 13.		
PE40-01	1	Award for July - September should be spent by 9/30/18		
PE40-02	1	Award for October - June should be spent by 6/30/19		
PE40-03	1	Award for July - September to be spent by 9/30/18		
PE40-04	1	Award October - June to be spent by 6/30/19		
PE40-05	1	Award is one-time funding to be spent by 11/30/18		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 - 9/30/18 must be spent by 9/30/18.		
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 - 9/30/18 must be spent by 9/30/18.		
PE42-03	1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019
		3) Award Period From July 1, 2018 Through June 30, 2019
4) OHA Public Health Funds Approved		
Program	Award Balance	Increase/ (Decrease)
New Award Bal		
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.	
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE43 1	All Award Must be Spent by the End of June 30, 2019	
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.	
PE46-01 1	Award period is April 1, 2019 through June 30, 2019. Fund must be expended by June 30, 2019	
6) Comments:		
PE03	\$3,248 must be spent by 12/31/18	
PE07	\$40,282 must be spent by 12/31/18	
PE12	Operation OX: MCM Mini Grant Award \$4,999	
PE27-02	\$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only.	
PE40-01	Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18	
PE40-02	Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19	
PE42-01	\$9,168 must be spent from 7/1/18 to 9/30/18. \$27,503 must be spent from 10/1/18 to 6/30/19.	
PE42-02	\$21,391 must be spent from 7/1/18 to 9/30/18. \$64,173 must be spent from 10/1/18 to 6/30/19.	
PE42-05	\$2,208 must be spent from 7/1/18 to 9/30/18. \$6,626 must be spent from 10/1/18 to 6/30/19.	
PE44-01	Nov-2018 Certification of Rex Putnam SBHC	
PE44-01	PE44-01 Additional Funding Award 03-2019	
PE44-02	Dec 2018 PE44-02 \$46,500 is Roll over of unspent FY18 award	
PE44-02	2/2019 Reduction of -\$38,316 is correction to previous \$46,500 rollover of unspent SFY18 funding	
PE46	\$5,038 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19	
PE50	\$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)	
PE50	2/15/19: Remove prior comments regarding funding limitations and dates.	
7) Capital outlay Requested in this Action:		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
PROGRAM	ITEM DESCRIPTION	COST
PROG APPROV		

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE46-01: RH Community Participation & Assurance of Access (April - June 2019)

Funding Information Table

Federal Award Identification Number (FAIN):	1 FHPA006442-01-00
Federal Award Date:	4/1/2019
Performance Period:	4/1/19 - 3/31/20
Federal Awarding Agency:	DHHS/OPA
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	\$3,100,000
Project Description:	Oregon Reproductive
Awarding Official:	Mr. Reyna Jesus
Indirect Cost Rate:	17.15%
Research and Development (Y/N):	No

PCA: 52822

INDEX: 50333

Agency/Contractor	DUNS	Amount
Clackamas	96992656	\$10,883

June 6, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement with Washington County, for Public Health Modernization within the Communicable Disease Program

Purpose/Outcomes	These funds will be used to support the development of regional public health approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$15,000 and brings the contract maximum value to \$200,795.
Funding Source	Washington County pass through funds from the Oregon Health Authority. No County General Funds are involved.
Duration	Effective May 6, 2019 and terminates on June 30, 2019
Previous Board Action	Board previously ruled on this item on January 18, 2018 Agenda Item 011818-A13
Strategic Plan Alignment	1. Efficient and effective Services 2. Build a strong infrastructure
Counsel Review	County Counsel has reviewed and approved this document on May 20, 2019
Contact Person	Richard Swift, H3S , 503-650-5694
Contract No.	8641-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with Washington County. CCPHD is partnering with Washington County to create an interdisciplinary regional CD team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

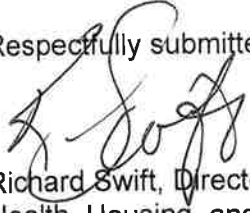
These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals. Such as, developing regional approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.

Amendment #1 adds \$15,000 and brings the contract maximum value to \$200,795. The effective date is May 6, 2019 and will expire on June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint, illegible printed name.

Richard Swift, Director
Health, Housing, and Human Services

CONTRACT AMENDMENT NO. 1

This amendment is made and entered into by and between, Clackamas County (Contractor") and Washington County, a political subdivision of the State of Oregon ("County").

This amendment modifies that certain contract between the parties, the original contract number being BCC18-0102.

The contract is amended as follows:

The agreement is increased in the amount of \$15,000 for a new total not to exceed amount of \$200,795 through June 30, 2019.

Attachment A is replaced in entirety by the attached.

Effective Date of Amendment: May 6, 2019, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

CONTRACTOR:

Signature

Printed Name

Date

Title

Telephone Number

Email

WASHINGTON COUNTY:

Signature

Printed Name

Date

Title

Attachment A
Public Health Modernization
Statement of Work and Payment Terms 2018-2019

Purpose: Public Health Modernization Funding is awarded to the tri-county area of Clackamas, Multnomah and Washington Counties for the purpose of developing regional approaches for identifying, responding to and preventing the transmission of communicable disease with an emphasis on reducing communicable disease-related health disparities. These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals.

Background:

The tri-county area submitted a regional PH modernization grant proposal that was funded for the period of December 1 2017 through June 30 2019. The shared vision for this funding was to create an interdisciplinary regional CD team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

Program Element Deliverables:

Funds provided under this agreement for this Program Element may only be used in accordance with and subject to the requirements and limitations set forth in Program Element #51 to deliver Public Health Modernization : Regional Partnership Implementation.

1. **Establish a regional partnership of local public health authorities and other stakeholders.**
Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
2. **Implement regional strategies to control communicable disease and reduce health disparities.**
Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
3. **Demonstrate new approaches for providing public health services.** Participate in learning communities and ongoing evaluation. Share emerging practices and demonstrate how these practices can be applied across the public health system.

All parties to this IGA are jointly responsible to achieve the required program element deliverables which include:

- Creation and implementation of a policy or agreement describing the regional relationship between participating LPHAs and strategic partners by March 3, 2018.
- Organizational chart for regional partnership by March 31, 2018.
- Regional health equity assessment and action plan by December 31, 2018.

- At least two additional products such as regional policies, data sharing agreements, communication materials by June 30, 2019.

Additionally all parties to this IGA are jointly responsible to assist in reporting requirements including:

- Final regional work plan for implementing strategies for communicable disease control and reducing health disparities four weeks after initial funding is received.
- Submission of quarterly progress reports on progress towards work plan activities, deliverables and milestones using the timeline and format prescribed by OHA.

General Requirements:

All parties of this agreement will ensure their counties' participation to:

- Implement local and regional strategies for communicable disease activities with an emphasis on reducing CD related health disparities as described in the work plan.
- Use funds in accordance with the regional program budget approved by OHA. Modification to the regional program budget of 10% or more for any line item may only be made with OHA approval.
- Develop regional infrastructure and regional partnerships to achieve work plan activities.
- Develop and participate in a performance management system established to monitor achievement of work plan activities, deliverables and milestones.
- Participate in quarterly calls with OHA.
- Participate in in-person and remote collaborative learning opportunities.
- Participate in evaluation in the manner prescribed by OHA.
- Share information about regional partnership strategies for communicable disease control and reducing health disparities.

General Budget and Expense Reporting:

Washington County agrees to pay Clackamas County, a maximum of \$200,795 between December 1 2017 and June 30 2019. All contract payments are subject to availability of funds from OHA.

Funding Source: State General Funds State IGA 154132 Account: 100.703010.7030072
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Contractor must submit an invoice to request reimbursement for true and verifiable expenses on a monthly or at minimum quarterly basis no later than the 15th of the month following the end of each fiscal year quarter. Supporting documentation from accounting software should be submitted along with any invoice and should tie to the amount being requesting to be paid.

A cover document on contractor letterhead should also be included with invoices and include the following; 1) attestation statement that the invoice is a true and accurate account of efforts (hours) and expenses 2) printed name of individual certifying the invoice 3) signature of individual certifying the invoice.

Invoices should be e-mailed or mailed to:

Amy Manchester Harris

Washington County

Health and Human Services, Public Health Division

155 North First Avenue, MS4

Hillsboro, Or 97124

Amy_Manchester_Harris@co.washington.or.us

503-846-3640

Work Plan: Attachment

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with
Canby Adult Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$181,000. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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 Council	Agreement approved by County Council on 5/9/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9269; Subrecipient #20-001

BACKGROUND:

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

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

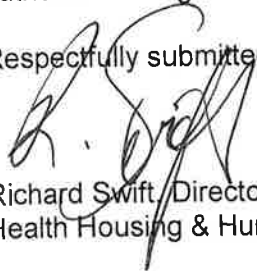
Intergovernmental subrecipient agreement with the Canby Adult Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on May 9, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the printed name and title.

Richard Swift, Director
Health Housing & Human Services

CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-001

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

Clackamas County Data

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

Subrecipient Data

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

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** 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.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$181,000**. This is a cost reimbursement grant 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.** COUNTY's funding of **\$140,257** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$24,898** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon; COUNTY's funding of **\$8,320** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as

unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

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

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

- i. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform

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

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

Canby Adult Center

Subrecipient Grant Agreement #20-001

Page 6 of 55

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the

Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

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

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

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. Confidentiality of Client Information.

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

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

12. Federal and State Procurement Standards

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents

or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.

- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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

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

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Canby Adult Center

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

By: *Kathy Robinson*
Kathy Robinson, Center Director

Signing on Behalf of the Board:

Dated: *May 14 2019*

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

Dated: _____

Approved to Form:

By: _____
County Counsel

Dated: _____

COPY

June 6, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with
 Friends of the Estacada Community Center to Provide Social
Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$62,450. 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), State Special Program Allocation funds, and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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 Council	Agreement approved by County Council on 5/8/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9297; Subrecipient #20-002

BACKGROUND:

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

December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Friends of the Estacada Community Center showed an interest in providing these services in the Estacada/Eagle Creek area, so a

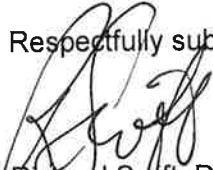
Subrecipient agreement with the Friends of the Estacada Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved and signed by County Council on May 8, 2019, via email.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the typed name below.

Richard Swift, Director
Health Housing & Human Service

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-002**

This Agreement is between **Clackamas County** (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and
Friends of the Estacada Community Center, Inc. (SUBRECIPIENT),
an Oregon Nonprofit Organization.

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Valerie Renteria	Program Representative: Christina Richartz
Estacada Community Center - Board Chair 200 SW Clubhouse Dr., P. O. Box 430 Estacada, OR 97023 503-630-7454 valerie.communitycenter@gmail.com	Estacada Community Center – Ctr. Mgr. 200 SW Clubhouse Dr., P. O. Box 430 Estacada, OR 97023 503-630-7454 christina.communitycenter@gmail.com
DUNS: 96-356-4542	FEIN: 93-1183339

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** 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.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$62,450**. This is a cost reimbursement grant 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.** COUNTY's funding of **\$37,218** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$12,452** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$3,900** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation. The **\$6,480** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as

unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

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

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

- l. Specific Conditions.** COUNTY requests that SUBRECIPIENT provide, on a monthly basis, year-to-date profit and loss statements for the organization as a whole for the duration of this Agreement.
- m. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- n. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- o. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- q. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- t. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- u. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY'S right, but not obligation, to withhold SUBRECIPIENT

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

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181.A.195 and 181.A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

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

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

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY’s right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. Confidentiality of Client Information.**

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

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

12. Federal and State Procurement Standards

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

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents

or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

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

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

 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days’ notice of cancellation provision shall be physically endorsed onto the policy.

- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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

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

(signature page follows)

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

CLACKAMAS COUNTY

Friends of the Estacada Community Center

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

By: Valerie Renteria
Valerie Renteria, Board Chair

Signing on Behalf of the Board:

Dated: 5-23-2019

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

Approved as to Content:
By: Christina Richartz
Christina Richartz, General Manager

Dated: _____

Dated: 5/23/19

Approved to Form:

By: Approved by J. Munns 5/8/19 via email
County Counsel

COPY

June 6, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

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

Purpose/Outcomes	Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$113,665. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
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 Council	Agreement approved by County Council on 4/30/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9270; Subrecipient #20-008

BACKGROUND:

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

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

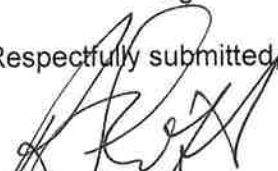
Intergovernmental subrecipient agreement with the City of Oregon City/Pioneer Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-008**

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Mireya McIlveen	Program Representative: Kathy Wiseman
Mireya McIlveen, Deputy Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 mmcilveen@orcite.org	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 kwiseman@orcite.org
FEIN: 93-6002230	DUNS: 00-246-1366

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2019 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.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is \$113,665. This is a cost reimbursement grant 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.** COUNTY's funding of \$40,825 in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services and Supports Unit; and \$6,000 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** COUNTY's funding of \$39,783 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of \$650 for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human

Services, Community Services & Supports Unit; Special Program Allocation \$24,332 in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and \$2,075 for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and

conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. **Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the

conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

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

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms

of this Agreement, COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. Confidentiality of Client Information.

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

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

12. Federal and State Procurement Standards

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

of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

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

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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

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

(signature page follows)


SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

City of Oregon City - Pioneer Community Center

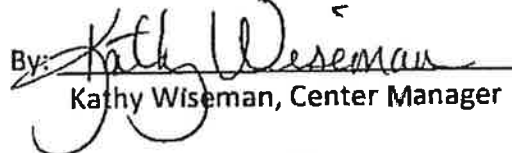
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

By: 
Anthony Korkol, City Manager

Signing on Behalf of the Board:

Dated: 5-2-19


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

Approved as to Content:
By: 
Kathy Wiseman, Center Manager

Dated: _____

Dated: 5-1-19

Approved to Form:

By: 
County Counsel

Dated: 4/30/19

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City
of Wilsonville/Wilsonville Community Center to Provide Social
Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$68,791. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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 Council	Agreement approved by County Council on 4/30/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9271; Subrecipient #20-011

BACKGROUND:

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

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville area, so an

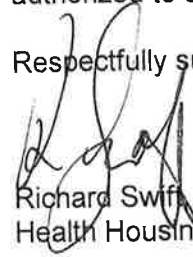
Intergovernmental subrecipient agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-011**

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

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Keith Katko	Program Representative: Brian Stevenson
Finance Operations Mgr, City of Wilsonville 29799 SW Town Center Loop E Wilsonville, OR 97070 503-570-1516 katko@ci.wilsonville.or.us	Interim Recreation Program Manager, Wilsonville Community Center 30000 SW Town Center Loop E Wilsonville, OR 97070 503-682-3727 stevenson@ci.wilsonville.or.us
FEIN: 93-0580494	DUNS: 00-825-3827

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** 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.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$68,791**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – 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 5 – Budget and Units of Services.

 - a. Grant Funds.** COUNTY's funding of **\$65,151** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. Other Funds.** COUNTY's funding of **\$3,640** for Evidence-based Health & Wellness Program programs outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes,

SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 5 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 4 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 4 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 4 – Reporting Requirements), performance, and other reports as required by the terms

and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 6: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from

SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181.A.195 and 181.A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

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

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

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

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

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

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. Confidentiality of Client Information.

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

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 3 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to

public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.

- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’s expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an “occurrence” form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers,

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

- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

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

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

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

- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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

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

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____

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

Dated: _____

Approved to Form:

By: _____

County Counsel

Dated: _____

City of Wilsonville

Wilsonville Community Center

By: _____

Bryan Cosgrove, City Manager

Dated: _____

Approved as to Content:

By: _____

Brian Stevenson, Recreation Program Manager

Dated: _____

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Agreement with Rite Aid Headquarters Corporation,
partnering with Clackamas County Health Centers Division
in participation with 340B Pharmacy Services Agreement

Purpose/Outcomes	The intent of the Service Agreement is to facilitate Clackamas County Health Centers Division (CCHCD) participation in the 340B drug program.
Dollar Amount and Fiscal Impact	The Agreement has no maximum value as it will generate revenue for Clackamas County's Federally Qualified Health Center (FQHC). This will enter CCHCD and Rite Aid into a "ship to/bill to" arrangement wherein Rite Aid will dispense prescription drugs on behalf of CCHCD and then charge and collect fees for such drugs.
Funding Source	No County General Funds are involved. This is revenue generating through the 340B Drug Program.
Duration	Effective upon signature and terminates with the Third Party Drug Administrator Agreement (RxStrategies, 6/30/23).
Previous Board Action	There has been no previous board action on this item.
Strategic Plan Alignment	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, health and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on May 13, 2019.
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	9188 & 9188_01

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) requests the approval of a Service Agreement and Amendment #1 for the implementation of a Pharmacy Service Agreement through the Third Party Administrator (TPA) of the 340B Program managed by CCHCD. The TPA is NEC Network (dba CaptureRx) and the TPA manages the prescription drug virtual inventory of various pharmacies utilized by CCHCD. This agreement reflects the TPA implementation of Rite Aid pharmacy services and their locations. Participation in the 340B Drug Program allows the purchase of prescription drugs for CCHCD patients at favorable discounts from drug manufacturers. Selection of

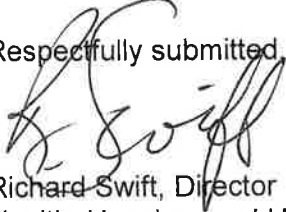
NEC Networks was done through a Policy Session with Procurement presented as a Special Class on April 23, 2019.

This Agreement is effective upon signature and continues through June 30, 2023, (termination of the Third Party Administrator Agreement, CaptureRx).

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the printed name of the signatory.

Richard Swift, Director
Health, Housing, and Human Services

340B PHARMACY SERVICES AGREEMENT

This 340B Pharmacy Services Agreement (the "Agreement"), by and between
CLACKAMAS, COUNTY OF

("Covered Entity") and Rite Aid Hdqtrs. Corp. ("Pharmacy"), who individually each may be referred to as "Party" or collectively as "Parties" is made and entered into on _____, ____ ("Effective Date").

Whereas, Covered Entity participates in a federal drug discount program established under section 340B of the Public Health Service Act, being 42 U.S.C. §201 et seq.;

Whereas, Covered Entity desires to engage the services of a contract pharmacy, as permitted under 75 Fed. Reg. 10272 (March 5, 2010) ("Contract Pharmacy Services"), to serve patients eligible to receive 340B-discounted drugs ("Covered Entity Patients") at Covered Entity sites listed in **Exhibit A**;

Whereas, Pharmacy is authorized and willing to provide the Contract Pharmacy Services to Covered Entity Patients at the Pharmacy sites identified in **Exhibit B**;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. Definitions. The following definitions shall apply to this Agreement.

- 1.1. **"340B Drug"** is hereby defined as any drug purchased through the 340B Program based on its qualification as a covered outpatient drug as defined in accordance with applicable laws and guidance at 42 U.S.C. § 256b(b), 42 U.S.C. § 1396r-8(k), and 59 Fed. Reg. 25,110 (May 13, 1994).
- 1.2. **"340B Program"** is hereby defined as part of the 1992 Veteran's Health Care Act, which created Section 340B of the Public Health Services Act, allowing certain "Covered Entities" to purchase outpatient prescription drugs for their patients at favorable discounts from drug manufacturers who enter into drug purchasing agreements with the United States Department of Health and Human Services.
- 1.3. **"340B Program Administrator"** is a vendor that is contracted with the Covered Entity to coordinate, manage and facilitate certain obligations on behalf of the Covered Entity.
- 1.4. **"Agreement"** is hereby defined as the 340B Pharmacy Services Agreement, and accompanying exhibits, as well as any amendments, entered into by the Parties.
- 1.5. **"Brand Drug"** is hereby defined as a drug where the multi-source indicator in Medi-Span contains an "M" (multi-source brand), an "N" (single-source brand), an "O" (originator brand) that is not dispensed as a Generic Drug, or if the multi-source indicator of a Brand Drug is "O".
- 1.6. **"Covered Entity"** is hereby defined as an entity that has registered with the OPA and has been assigned a 340B ID, and who is eligible to participate in a pharmacy program as identified in the Agreement, and which has contracted for Contract Pharmacy Services provided by Pharmacy under this Agreement. Covered Entity shall include all Entities registered on the OPA as child sites of said parent site. The Covered Entity(ies) are listed in Exhibit A.

- 1.7. **“Department”** is hereby defined as the Department of Health and Human Services.
- 1.8. **“Generic Drug”** is hereby defined as a drug where the multi-source indicator in Medi-Span contains a "Y" (generic) or has a code of "M" (multi-source brand) and a generic indicator code of "G".
- 1.9. **“HRSA”** is hereby defined as the Health Resources and Services Administration, which is the agency within the Department that oversees activities of the Office of Pharmacy Affairs.
- 1.10. **“Implementation Date”** is hereby defined as the date on which all conditions or requirements have been met by Parties, Pharmacy Designee and 340B Program Administrator to identify and replenish 340B Qualified Claims.
- 1.11. **“NADAC”** is hereby defined as National Average Drug Acquisition Cost as published by the Centers for Medicare & Medicaid Services.
- 1.12. **“Non-340B Drug”** is hereby defined as any drug not purchased through the 340B Program.
- 1.13. **“OPA”** is hereby defined as the Office of Pharmacy Affairs, which is within the Health Resources and Services Administration and which administers the 340B Program.
- 1.14. **“Patient(s)”** is hereby defined as an individual who (i) has established a relationship with a Covered Entity such that Covered Entity maintains a record of care, (ii) receives health care services from a health care provider, (iii) otherwise satisfies the requirements for status as a “patient” as defined at 61 Fed. Reg. 207, pp. 55156 to 55158, or in any guidelines, rules or regulations hereafter published, issued or promulgated in amendment, supplement or replacement thereof, and (iv) has been prescribed a 340B Drug by a health care provider.
- 1.15. **“Pharmacy”** is hereby defined as the legal entity identified in this Agreement. If there is more than one Pharmacy location that shall be utilized by a Covered Entity in order to serve Covered Entity Patients, each Pharmacy site shall be identified in an Exhibit B attached hereto and incorporated herein by reference.
- 1.16. **“Pharmacy Designee”** is hereby defined as the vendor contracted with the Pharmacy to coordinate, manage and facilitate certain obligations on behalf of the Pharmacy.
- 1.17. **“Qualified Claim”** is hereby defined as a prescription for a 340B Drug written by a health care provider, in accordance with the 340B Program, which is dispensed by Pharmacy to a Patient.
- 1.18. **“Reference Price”** shall be the National Average Drug Acquisition Cost minus 3.3% (NADAC - 3.3%), for the applicable drug applied as of the date the drug was captured for consideration as a Qualified Claim. In the event that NADAC is unavailable, WAC - 3.3% shall be used as the Reference Price. Pharmacy shall review the Reference Price on a quarterly basis and reserves the right to adjust the Reference Price by providing thirty (30) calendar days written notice to the Covered Entity.
- 1.19. **“Tracking System”** is a system used by Covered Entity or its program administrator to track claim qualification, dispensing and replenishment of covered drugs as well as collection and distribution of funds between parties.

- 1.20. **“WAC”** shall mean Wholesale Acquisition Cost as published by Medi-Span, First Data Bank or other nationally recognized pricing source.
2. **Essential Compliance Elements.** The Parties agree to comply with the following essential compliance elements specified by HRSA.
- 2.1. **“Ship To, Bill To” Arrangement.** Contractual arrangement between Covered Entity and a drug wholesaler whereby (i) Pharmacy Designee will, on behalf of Covered Entity, order 340B Drugs from such drug wholesalers for delivery directly to Pharmacy locations specified in Exhibit B to replenish drugs previously dispensed to Patients by Pharmacy on behalf of Covered Entity, and (ii) such drug wholesalers will invoice the Covered Entity for the replenished 340B Drugs based on preferential prices under the 340B Program.
- 2.2. **Contract Pharmacy Services.** The Parties agree to provide Contract Pharmacy Services to Covered Entity Patients. The respective responsibilities of the Parties in providing Contract Pharmacy Services are set forth in Section 4 below. Covered Entity has the option of individually contracting for Contract Pharmacy Services with one or more pharmacies of its choice. Covered Entity is not limited to providing Contract Pharmacy Services to any particular location and may choose to provide them at multiple locations and/or “in-house”.
- 2.3. **Freedom of Choice.** Covered Entity shall inform all Covered Entity Patients of his or her freedom to choose a pharmacy provider. Covered Entity’s health care provider will provide the Patient with his or her prescription and the Patient is then free to fill the prescription using the pharmacy provider of his or her choice.
- 2.4. **Reports.** Pharmacy shall rely on Covered Entity’s 340B Administrator for required reports. Pharmacy Designee and 340B Administrator shall make commercially reasonable efforts to exchanged data sufficient to allow 340B Administrator to produce reports consistent with customary business practices.
- 2.5. **Patient Qualification.** Pharmacy shall rely on the Covered Entity’s 340B Administrator for patient qualification. Pharmacy Designee may provide additional validation limited to Medicaid fee for service and Managed Medicaid (based on Pharmacy’s reasonable efforts to identify Managed Medicaid Qualified Claims) exclusion criteria and identifying potential duplicate discounts.
- 2.6. **Prohibition Against Duplicate Discounts.** The Parties agree Medicaid fee for service and Managed Medicaid (based on Pharmacy’s reasonable efforts to identify Managed Medicaid Qualified Claims) prescriptions shall not be included as Qualified Claims, unless the Parties and the State Medicaid program have established an arrangement to prevent duplicate discounts. Any such arrangement shall be in compliance with the current HRSA guidelines.
- 2.7. **Maintaining Compliance.** The Parties will identify the necessary information for the Covered Entity to meet its ongoing obligations of ensuring that the requirements listed herein are being complied with and establish mechanisms to ensure availability of that information for periodic independent audits performed by the Covered Entity.
- 2.8. **Outside Audits.** The Parties understand that they are subject to audits by outside parties (HRSA and participating manufacturers) of records that directly pertain to the Covered Entity’s 340B Program compliance. Pharmacy will assure that all pertinent reimbursement accounts and dispensing records will be accessible and will be made available to Covered Entity, HRSA and

the participating manufacturer in the case of an audit. Such auditable records shall be maintained for a period of time that complies with all applicable federal, state and local requirements.

- 2.9. **Access to Agreement.** Upon written request by HRSA to the Covered Entity or Pharmacy, a copy of this Agreement will be provided to the OPA.
3. **Ongoing Responsibility of Covered Entity to Ensure Compliance.** Covered Entity is responsible for ensuring that the process for distribution of 340B Drugs complies with 340B statutory obligations to ensure against the diversion of 340B Drugs and to prevent duplicate discounts.
4. **Implementation Responsibilities.** In addition to the responsibilities described in Sections 2 and 3, the Parties agree to implement the Contract Pharmacy Services established under this Agreement by performing the following tasks.
- 4.1. **Replenishment.** The Parties shall establish and utilize a stock replacement system whereby Pharmacy is entitled to receive replacement Brand Drugs using a Ship To, Bill To Arrangement for the ordering and receipt of 340B Drugs for Qualified Claims that Pharmacy has dispensed to Covered Entity Patients.
- 4.1.1. **Ordering.** Pharmacy's Designee shall place orders for 340B Drugs on behalf of Pharmacy. Pharmacy and Pharmacy Designee will make reasonable efforts to ensure EDI files from the wholesaler designated by Pharmacy are made available to the 340B Administrator. The Pharmacy Designee will provide Covered Entity's 340B Administrator with ordering data to track and monitor 340B Drug orders for accuracy on behalf of Covered Entity. The Covered Entity or its 340B Administrator will be responsible for the set-up of appropriate 340B accounts with the wholesaler designated by the Pharmacy.
- 4.1.2. **Shipment.** Pharmacy Designee shall arrange for shipment of the 340B Drugs directly to Pharmacy.
- 4.1.3. **Receipt of 340B Drugs.** Upon receipt of 340B Drugs, Pharmacy or Pharmacy Designee shall compare all shipments received and, make commercially reasonable efforts within five (5) business days thereof, to report any discrepancies to Covered Entity or its 340B Administrator. Pharmacy shall be deemed to own the replenished 340B Drugs after confirming receipt thereof in accordance with the above procedures.
- 4.1.4. **NDC-by-NDC Replacement.** Drugs dispensed to Covered Entity Patients shall be replenished at the National Drug Code ("NDC") - 11 level.
- 4.1.5. **Selective Replenishment.** Subject to the provisions that follow, Pharmacy shall receive the 340B Dispense Fee specified in Paragraph 4.6.2 for Contract Pharmacy Services provided to Covered Entity Patients for Qualified Claims. In the event the Reference Price minus Pharmacy 340B Dispense Fee is less than or equal to the 340B Drug price, then the 340B Program Administrator may apply a financial filter to exclude that claim as a Qualified Claim. This does not apply to the true-up remediation process described in Paragraph 4.1.6.
- 4.1.6. **Slow Moving, Out of Stock, and Discontinued Drugs.** Pharmacy or Pharmacy Designee will identify all Qualified Claims or portions thereof that do not qualify for 340B Drug replenishment because the quantity dispensed falls short of the NDC - 11

bottle or package size necessary to trigger replenishment with a 340B Drug. The Parties agree to a true-up remediation for any portion of a Qualified Claim that has not been replenished in ninety (90) or more calendar days of being deemed as a Qualified Claim. For Qualified Claims or portions thereof subject to true-up remediation, Covered Entity will no longer seek to replenish and Covered Entity shall pay Pharmacy for all outstanding Qualified Claim amounts at the original Reference Price of the quantity owed as calculated by the Pharmacy Designee. A true-up remediation file containing the claims and value of settled claims will be submitted to 340B Program Administrator for adjustment. Pharmacy shall apply the total true-up remediation amount as a credit to a subsequent amount owed for Qualified Claim(s).

- 4.1.7. **Look Back Period to Qualify Prescription Claims.** Covered Entity will limit re-examination of claims to sixty (60) calendar days unless mutually agreed upon by the Parties. If additional eligibility information has become available to make a previous ineligible claim a Qualified Claim, the claim will be processed as a 340B Qualified Claim.
- 4.2. **Payment Terms.** The Parties agree that 340B Program Administrator shall be responsible for managing the distribution of monies collected from Pharmacy with respect to Qualified Claims.
- 4.2.1. Pharmacy Designee shall invoice Pharmacy on the 1st and 16th of each month the Reference Price minus the Dispense Fee for each Qualified Claim agreed upon by the Parties and set forth in Paragraph 4.6.2.
- 4.2.2. Pharmacy agrees to remit the Reference Price less the Dispense Fee for invoiced Qualified Claims to 340B Program Administrator within thirty-five (35) calendar days of invoice date.
- 4.2.3. 340B Program Administrator shall transfer to Covered Entity payments received from Pharmacy, minus the fees set forth in applicable 340B agreement between 340B Program Administrator and Covered Entity, and the Pharmacy Dispense Fee.
- 4.2.4. 340B Program Administrator, on behalf of the Covered Entity, will provide the above payment and collection functions and provide an accounting of all monies received from Pharmacy and paid to the Covered Entity.
- 4.3. **Reports.** Using 340B Program Administrator's Tracking System, the Parties will have access to regular reports reflecting the billing and collections described above through 340B Program Administrator.
- 4.4. **Recordkeeping.** The Parties agree to maintain auditable records relating to the purchase, dispensing and billing of 340B Drugs for Contract Pharmacy Services described in this Agreement.
- 4.4.1. **Maintenance of Pharmacy Services Records.** The Parties shall maintain all relevant records relating to their services provided under this Agreement, in accordance with applicable federal, state, and local laws and regulations, including but not limited to HIPAA and HITECH. The Parties shall maintain all auditable records for a period of time that complies with all applicable federal, state and local requirements.

- 4.4.2. **Access to Business Records.** Upon ten (10) business days advance written notice by Covered Entity to Pharmacy, Pharmacy shall provide Covered Entity, or its representatives, with commercially reasonable access to Pharmacy's business records relating to Contract Pharmacy Services for 340B Drugs under the Agreement, in response to a HRSA or manufacturer audit of Covered Entity, in order to ensure that Pharmacy is in compliance with applicable 340B regulations, and requirements.
- 4.5. **Other Pharmacy Responsibilities.** Pharmacy shall perform the following tasks and functions in addition to those described above.
- 4.5.1. **Practice of Pharmacy.** Pharmacy agrees to render its services as herein provided in accordance with the rules and regulations of the Board of Pharmacy of the state in which it is located, and all applicable federal and state laws and regulations. The relations between a Covered Entity Patient and Pharmacy shall be subject to the rules, limitations, and privileges of the pharmacy-patient relationship. Pharmacy shall be responsible to said Covered Entity Patient for pharmaceutical advice and service, including the right to refuse to service any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.
- 4.5.2. **Patient Counseling.** Pharmacy shall provide patient counseling services, medication therapy management services, and other clinical pharmacy services to Covered Entity Patients in accordance with applicable federal, state and local laws and regulations.
- 4.5.3. **Other Duties of the Parties.** In addition to the general duties stated above and the specific duties described elsewhere in this Agreement, the Parties acknowledge that there may be additional duties to be performed and procedures to be followed by each Party, that are required by state and federal laws, that are too numerous to detail in this Agreement. In the event any Party believes there is the need to clarify in more detail any additional duties and/or procedures to be followed by any other Party, the Parties shall negotiate in good faith to execute an appropriate amendment to this Agreement containing such clarification.
- 4.6. **Compensation.** The Parties agree to the following compensation arrangement:
- 4.6.1. For each Qualified Claim, Pharmacy shall reimburse Covered Entity an amount equal to the Reference Price minus the 340B Dispense Fee outlined below.
- 4.6.2. For each Qualified Claim, to include Brand Drugs only, Covered Entity agrees to pay Pharmacy a fee of \$15 + 2% of Reference Price ("Dispense Fee"). Generic drugs and schedule II controlled substance drugs are excluded from the Contract Pharmacy Services.
- 4.6.3. Pharmacy shall deduct its Dispense Fees from Reference Price on Qualified Claims and 340B Program Administrator shall subtract its fees from collections received from Pharmacy for Contract Pharmacy Services provided under this Agreement. If any such collections are less than the amounts due Pharmacy and/or 340B Program Administrator, Pharmacy and/or 340B Program Administrator shall invoice Covered Entity for the difference owed. Covered Entity shall pay any such undisputed invoice within thirty-five (35) calendar days of receipt.
- 4.6.4. The Parties have freely negotiated the payment terms provided herein and neither has offered or received any inducement or other consideration from the other Party for

entering into this Agreement. The compensation paid to Pharmacy is consistent with fair market value in arms-length transactions for their respective services and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or a state health care program.

5. **Term and Termination.** The term of this Agreement shall be for three (3) years commencing on the Effective Date, unless sooner terminated as set forth herein and shall automatically renew for subsequent one (1) year terms unless either Party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement may be terminated early under the following provisions:
 - 5.1. Either Party may terminate this Agreement immediately upon written notice to the other Party of any material breach of the terms of this Agreement, which is not cured to the reasonable satisfaction of the non-breaching Party within thirty (30) calendar days.
 - 5.2. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) calendar days' prior written notice.
 - 5.3. The Parties may terminate this Agreement immediately by mutual consent.
 - 5.4. This agreement shall terminate on the date a Covered Entity loses eligibility status as a 340B Covered Entity. In that event, Covered Entity shall immediately remediate any outstanding balance within thirty (30) calendar days of receipt of a final invoice.
 - 5.5. Upon termination or expiration of this Agreement, Covered Entity is entitled to receive copies of files or other materials related to Covered Entity Patients required for audit purposes and not previously provided to Covered Entity, which may be in Pharmacy Designee's or 340B Program Administrator's possession or under Pharmacy Designee's or 340B Program Administrator's control.
 - 5.6. Upon termination of this Agreement, the Parties shall in good faith conduct a reconciliation all 340B Drugs that have not yet been replenished or remediated within thirty (30) days of the effective date of termination. Covered Entity shall pay Pharmacy for all outstanding Qualified Claim amounts at the original Reference Price of the quantity owed as calculated by the Pharmacy Designee. A final reconciliation file containing the Qualified Claims and value of amount owed will be submitted to 340B Program administrator for payment. Each Party will reimburse the other Party any amounts due upon termination of this Agreement within thirty (30) calendar days of receipt of the reconciliation amount due. Termination will have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.
6. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict-of-laws principles.
7. **Force Majeure.** Each Party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is caused by an act of nature, fire or other catastrophe, electrical, computer, software, transmissions, communications or mechanical failure, work stoppage, or delays or failure to act of any carrier or agent, or any other cause beyond such Party's direct control.

8. **Entire Agreement.** This Agreement represent the entire understanding of the Parties in the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by both Parties hereto.
9. **Survival.** The provisions of this Agreement that by their nature are intended to continue in their effect following expiration or termination of this Agreement, including all payment obligations, shall survive any such expiration or termination of this Agreement.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument. Signature execution by facsimile or other electronic means shall be considered binding.
11. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be deemed given: one (1) business day following delivery to a nationally recognized carrier, or (3) three business days after the date it is deposited in the United States mail, postage prepaid, certified or registered or hand delivered addressed to the Parties at the addresses set forth on the signature pages hereto.

Any Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

12. **Relationship Between Parties.** Pharmacy and Covered Entity shall perform all professional and other services under the terms of this Agreement as independent contractors. They shall exercise their own judgment on all questions of professional practice. Nothing herein shall be deemed to make the Parties partners or create a joint venture.
13. **Confidentiality.**

13.1. Disclosure of the terms of this Agreement and any exhibits or attachments to any third party (other than directors, officers, attorneys, accountants and similar persons with a bona fide need to know) by any Party is prohibited unless permission in writing is granted by the other Parties. This prohibition shall survive after the expiration and or termination of this Agreement.

13.2. The Parties further acknowledge that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other Party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other Party, as applicable (collectively, the "Confidential Information"), which each Party desires to protect from unauthorized disclosure or use. The Confidential Information also shall include, without limitation, any information system or computer hardware, software, Internet-enabled systems or other technology used by 340B Program Administrator. Each Party hereto agrees not to disclose the Confidential Information of the other Party (the "Disclosing Party") to any third party without the prior written consent of the Disclosing Party, except that a Party may disclose the Disclosing Party's Confidential Information to such Party's directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information. Each Party agrees to use at least the same measures (but no less than reasonable care) to protect the Disclosing Party's Confidential Information as it takes to protect its own Confidential Information. In addition, each Party agrees that it will not, without the prior written consent of the Disclosing

Party, use the Disclosing Party's Confidential Information for any purpose other than to fulfill its obligations to the Disclosing Party under this Agreement. The following information shall not be deemed to be Confidential Information subject to the confidentiality restrictions set forth in this Section:

- 13.2.1. Information which a Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party or from a third party under an obligation of confidence to the Disclosing Party;
 - 13.2.2. Information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving Party;
 - 13.2.3. Information which a Party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if such Party has given the Disclosing Party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information; and
 - 13.2.4. Information provided by the Disclosing Party to the other Party expressly for public distribution, such as (i) marketing materials, advertising, brochures and similar information and (ii) general promotional information regarding the Disclosing Party and its business.
- 13.3. Upon termination of the Agreement, each Party agrees to cease use of the other's Confidential Information and to return it, or destroy it, as appropriate.
- 13.4. The Parties expressly agree that a breach of this Section 13 may cause damages that cannot be adequately measured and that, in the event of a breach, the non-breaching Party shall be entitled to immediate injunctive relief, without the necessity of posting a bond. The remedy described herein shall be in addition to all other remedies available to the non-breaching Party in law or equity.
- 14. Attachments.** Participating Covered Entity sites are summarized in Exhibit A. Pharmacy agrees it will provide Contract Pharmacy Services under this Agreement at only those Pharmacy locations listed on Exhibit B, which shall identify such Pharmacy locations by store # and address. Summary of Program Parameters are included as Exhibit C.
- 15. Representations and Warranties.** The Pharmacy represents and warrants that it is the owner of the pharmacy named herein and that it has full right, power, and authority to make this offer. Covered Entity represents and warrants that it has full right, power, and authority to enter into this Agreement. Covered Entity shall be solely responsible for insuring 340B Program compliance, without limitation, including actions or inactions of its 340B Program Administrator. Pharmacy represents and warrants that it can legally dispense prescriptions for Medicare and Medicaid healthcare programs; and that it is not subject to exclusion, suspension or debarment from the Medicare, Medicaid or other government healthcare programs. No representations or warranties have been made or relied upon other than those expressly set forth in this Agreement.
- 16. Federal Contractor Status.** The parties hereto understand and acknowledge that pharmacy is not a federal contractor or subcontractor and does not wish to become such. Irrespective of Covered Entity status as a federal contractor or subcontractor, Covered Entity nonetheless represents and warrants

that this Agreement is not under the jurisdiction of the Office of Federal Contract Compliance Programs ("OFCCP"). Covered Entity further represents and warrants that this Agreement is not a federal contract or subcontract and that there is no underlying or prime agreement that could bring this Agreement, the arrangement hereunder, or the parties hereto within the jurisdiction of OFCCP. Covered Entity shall indemnify, defend and hold pharmacy harmless from any and all liability, loss, claim, lawsuit, cost, damage or expense whatsoever (including reasonable attorney's fees) arising out of, incident to or in any manner occasioned by Covered Entity's breach of the representations and warranties set forth in this Section 15. Pharmacy may terminate this Agreement immediately, if it reasonably determines in its sole discretion that this Agreement is, or is likely to be, a government contract or subcontract.

17. Insurance. Pharmacy shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier in an amount not less than \$1,000,000 per incident and \$3,000,000 in the aggregate and which includes the Qualified Claims in its coverage. Covered Entity shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier with at least the minimum limits that are customary in its industry. Covered Entity may satisfy such insurance requirements through a self-insurance program maintained in accordance with the requirements of State law and the Medicare program.

18. Patient Privacy and HIPAA Compliance. Parties agree to comply with the requirements of HIPAA as healthcare providers, and each Party agrees to require its designee, 340B Program Administrator for the Covered Entity and Pharmacy Designee for the Pharmacy, to comply with the requirements of HIPAA as a business associate. 340B Program Administrator shall enter into a Business Associate Agreement with Covered Entity and Pharmacy Designee shall enter into a Business Associate Agreement with Pharmacy. Failure by any Party to abide by the Business Associate Agreement shall be a basis for immediate termination of this Agreement.

19. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys' fees, which may arise as a result of the indemnifying Party's negligent performance of or failure to perform, any term or condition of this Agreement, the falsity of any representation and warranty set forth in Section 15 or Section 16 of this Agreement, and/or the exclusion, debarment, or revocation of a Party from any state or federal health care program or third party payor program. The obligation to indemnify shall survive termination of this Agreement regardless of the reason for termination.

20. Compliance with Laws.

20.1. It is the intention of the Parties that this Agreement and the operations conducted hereunder shall be performed in accordance with all applicable state and federal laws, rules, regulations and orders. The Parties have entered into this Agreement solely upon the terms and conditions referenced herein and for such consideration stated herein. No part of the compensation set forth herein is in any way contingent upon the recommendation, or referral of items reimbursable in whole or in part by a state or federal health care plan. The Parties stipulate and agree that the consideration payable under this Agreement was negotiated at arm's length with the Parties represented by independent counsel and represents, to the extent reasonably ascertainable, reasonable consideration and fair market value for the services provided hereunder.

20.2. To the extent that Section 1861(v)(1)(I) of the Social Security Act is applicable to this Agreement, the Parties shall, until four (4) years after the expiration of the services provided,

comply with requests by the Comptroller General, the Secretary of the United States Department of Health and Human Services (DHHS), and their duly authorized representatives for access to this Agreement, as well as the books, documents and records which are necessary to verify the cost of the services provided. The Parties agree to notify and consult with each other immediately upon the occurrence of such a request for access to books, documents, and records.

- 20.3. If in the written opinion of counsel for any Party it is determined that any future interpretation of existing law or legislation is enacted or regulations are promulgated which make this contract inoperative or illegal or adversely impact its payment mechanism, the Parties hereto shall immediately renegotiate the Agreement. If they are unable to do so within a ninety (90) day period from the issuance of the written opinion of counsel to both Parties, the Agreement shall terminate immediately upon written notice of either Party to the other. If any future interpretation of existing law, or legislation is enacted or regulations promulgated which make invalid or unenforceable some portions of this Agreement, but which do not substantially affect the undertaking of the Parties, the Agreement shall be continued in all other respects as if such invalid or unenforceable provisions were omitted, and if necessary, substitute provisions shall forthwith be negotiated.

21. Miscellaneous Provisions.

- 21.1. In the event any provision or part thereof contained in this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part thereof contained herein.
- 21.2. No Party may assign its rights or delegate its duties without the prior written consent of the other Parties.
- 21.3. The Parties agree that no Party, and no Party's officers, directors, employees or agents shall be liable to any of the Parties for any claims, liabilities, or expenses relating to this Agreement for an aggregate amount in excess of the fees paid by any Party to 340B Program Administrator pursuant to this Agreement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of the Party. In no event shall any Party or any Party's officers, directors, employees, or agents be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement.

Signatures on following pages

In witness thereof, the Parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives as of the day and year first written above.

[PHARMACY]

The undersigned certifies that they have legal authority to bind Pharmacy

Signature: _____

Printed Name: Alison Farrell

Title: VP, Managed Care

Address: 30 Hunter Lane

City, State, Zip Code: Camp Hill, PA 17011

Date: _____

[COVERED ENTITY]

The undersigned certifies that they have legal authority to bind Covered Entity

Signature: _____

Printed Name: Richard Swift

Title: Director

Address: 2051 Kaen Road STE 367

City, State, Zip Code: Oregon City, OR 97045-4035

340b ID: CH101310

Date: _____

Effective Date: _____

EXHIBIT B

Contracted Pharmacy Locations

Pharmacy Name	Address	City	State	Zip Code
RITE AID #5326	12002 SE SUNNYSIDE ROAD	CLACKAMAS	OR	97015
RITE AID #5325	891 S.E. 1ST AVENUE	CANBY	OR	97013
RITE AID #5332	1900 MCLOUGHLIN BLVD.	OREGON CITY	OR	97045
RITE AID #5352	10860 S.E. OAK STREET	MILWAUKIE	OR	97222

EXHIBIT C

Program Parameters

Parameter	Description	Contract Stipulates
Replenishment Frequency	Pharmacy Designee shall order, for delivery to Pharmacy, all 340B Drugs which have been determined to be Qualified Claims and have reached a full package size but have not yet been delivered to Pharmacy	Daily if necessary to consolidate in the future
Wholesaler	Pharmacy Wholesaler	McKesson or the wholesaler designated by Pharmacy
Slow-Movers	Any portion of replenishable drug that that does not meet a full package size within a mutually agreed upon number of calendar days after being deemed as qualified will be reconciled as a credit to a subsequent amount owed for Qualified Claims	Ninety (90) or more calendar days
Model	Brand only Covered Entity may request 340B Program Administrator apply financial filter and exclude qualified claims as described in Section 4.1.5	Brand Drugs Only
Dispensing Fee (if applicable) for Qualified Claims	Brand Drugs only	Brand Drugs Only
Reprocessing Window	340B Program Administrator will continue to re-evaluate a claim for qualification and replenishment opportunity for a mutually agreed upon number of calendar days. Qualified Claims will not be reversed without Pharmacy's prior approval	Sixty (60) calendar days
Medicaid Managed Care	Excluded (based on Pharmacy's reasonable efforts to identify Managed Medicaid Qualified Claims) unless Covered Entity and State Medicaid have established compliant process preventing duplicate discounts and Pharmacy has specifically agreed prior to the inclusion of claims at bin/pcn/group level	Only after Pharmacy has agreed to a compliant process between Covered Entity and state Medicaid
340B Discount Cash Plan	Create Exhibit and Amendment if applicable	Requires Exhibit/Amendment
CIIs-Vs	Include or exclude	Include
CIIs	Include or exclude	Exclude
Invoicing	Frequency with which Pharmacy is invoiced on behalf of the Covered Entity	1st & 16th of each month
Payment Terms	Within thirty-five (35) calendar days from invoice date, Pharmacy shall remit payment thereof by electronic funds transfer to 340B Administrator	Thirty-five (35) calendar days
Term and Termination	Either party may terminate with prior written notice	Thirty (30) calendar days

AMENDMENT NO. 1

TO THE

RITE AID 340B PHARMACY SERVICES AGREEMENT

#9188_01

This Amendment No. 1 ("Amendment") is entered into on _____ by and between Clackamas, County through its Health, Housing and Human Services Department, Health Centers Division (hereinafter "Covered Entity"), and Rite Aid Hdqtrs. Corp. (hereinafter "Pharmacy").

WHEREAS, Covered Entity and Pharmacy are Parties to that certain 340B Pharmacy Services Agreement effective _____ ("Agreement"); and

WHEREAS, Covered Entity and Pharmacy wish to amend the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Covered Entity and Pharmacy hereby agree to amend the Agreement as follows:

1. Delete Section **6. Governing Law** in its entirety and replace it with the following:
6. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

2. Delete Section **13.1** in its entirety and replace it with the following:
13.1. Disclosure of the terms of this Agreement and any exhibits or attachments to any third party (other than directors, officers, attorneys, accountants and similar persons with a bona fide need to know) by any Party is prohibited unless permission in writing is granted by the other Parties, except as required by law. This prohibition shall survive after the expiration and or termination of this Agreement.

3. Delete Section **13.2** in its entirety and replace it with the following:
13.2. The Parties further acknowledge that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other Party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other Party, as applicable (collectively, the "Confidential Information"), which each Party desires to protect from unauthorized disclosure or use. The Confidential Information also shall include, without limitation, any information system or computer hardware, software, Internet-enabled systems or other technology used by 340B Program Administrator. Each Party hereto agrees not to disclose the Confidential Information of the other Party (the "Disclosing Party") to any third party without the prior written consent of the Disclosing Party, except that a Party may disclose the Disclosing Party's Confidential Information to such Party's directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information, except as required by law. Each Party agrees to use at least the same measures (but no less than reasonable care) to protect the Disclosing Party's Confidential Information as it takes to protect its own Confidential Information. In addition, each Party agrees that it will not, without the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information for any purpose other than to fulfill its obligations to the Disclosing Party under this Agreement, except as required by law. Should a Disclosing Party be required to provide Confidential Information by matter of law, then the Disclosing Party shall notify the Non-Disclosing party as soon as reasonably practicable, the nature of the Confidential Information that was provided, when the Confidential Information was provided, and to whom the Confidential Information was provided to.

4. Section 21. Miscellaneous Provisions is hereby amended to add new subsection 21.4

21.4 If required by applicable law, this Agreement is expressly subject to the debt limitation of Oregon counties set forth in ArticleXL, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions which would conflict with this law are deemed inoperative to that extent. If required by applicable law, Pharmacy shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Failure to comply with this term is a default for which the County may terminate the Agreement and seek damages or other relief available.

IN WITNESS WHEREOF, the parties have executed this Amendment to the above-referenced Agreement effective as of the date first written above.

Pharmacy: Rite Aid Hdqtrs. Corp.

Clackamas County, signing on
behalf of the Board:

By: _____

By: _____

Name: Alison Farrell

Name: Richard Swift

Title: VP, Managed Care

Title: Director

Date: _____

Date: _____

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract Change Order with Gresham Roofing
for the Re-roof Project at the Estacada Community Center**

Purpose/Outcomes	Approval of a contract Change Order #1 for building improvements including a new roof and drainage improvements at the Estacada Community Center.
Dollar Amount and Fiscal Impact	\$170,756 + 21,033 for a \$191,789 new total Gresham Roofing contract paid for with \$95,000 of Community Development Block Grant (CDBG) funds and \$96,789 of Friends of Estacada Community Center (private) funds.
Funding Source	U.S. Department of Housing and Urban Development and private funds No County General Funds are involved.
Duration	Effective immediately through June 30, 2019 (project completion).
Previous Board Action	Contract was approved by the BCC on March 14, 2019 - agenda item 030719-A3.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	The original contract was reviewed and approved by County Counsel on January 22, 2019.
Contact Person	Mark Sirois, Community Development Division - (503) 655-5664
Contract No.	H3S 9171

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract Change Order #1 with Gresham Roofing to construct a new roof and drainage improvements at the Estacada Community/Senior Center. The Change Order #1 adding \$21,033 to the original contract amount is for the additional work to repair extensive dryrot damage that was discovered during the construction.

RECOMMENDATION:

We recommend the approval of this Contract Change Order #1 with Gresham Roofing and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CHANGE ORDER FORM

Gresham Roofing and Construction
 20420 SE Hwy 212 Ste A PMB 172
 Damascus, Oregon 97089

- () Contractor
- () Todd Iselin Architects
- () H3S Director

Project Name: Estacada Community Center Re-roof Project
 Project Address: 200 SW Club House Dr, Estacada

Change Order No: **1**
 Contract Date: 3/11/19
 NTP Date: 4/15/19
 Change Order Date: 5/20/19

Project Number: 53603
 To: Clackamas County HCD
 2051 Kaen Road, Suite #245
 Oregon City, Oregon 97045

The following changes have been deemed fair and reasonable by the Friends of the Estacada Center, Todd Iselin Architects and Clackamas County Community Development:

Item 1: Removal of additional insulation and redesign of south end of roof	\$ 3,565.00
Item 2: Labor and materials for entry parapet wall repair and additional awning frame dryrot repairs	\$ 17,468.00

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 1 = + \$ 21,033.00

Original Contract Price	\$	170,756.00
Net Change by Previous Change Orders	\$	0.00
Contract Price prior to this Change Order	\$	0.00
Contract Price will be (increased) (unchanged) by this Change Order	\$	21,033.00
The new Contract Price including this Change Order will be	\$	191,789.00

The Contract Time will be increased by this Change Order (15) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is 5/30/19.

Approved:

Approved:

by: Terry Burroughs 5/22/19
 Terry Burroughs, Owner (date)
 Gresham Roofing and Construction

by: Todd Iselin 5-22-19
 Todd Iselin Architects (date)
 Friends of the Estacada Center

Approved:

by: _____
 Richard Swift, Director of Health, (date)
 Housing & Human Services

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Clackamas Women's Services
for Camp HOPE 2019

Purpose/Outcomes	Funding will provide support for a minimum of 76 children to attend Camp HOPE, an overnight camp for children impacted by domestic violence.
Dollar Amount and Fiscal Impact	\$25,000 No county general funds are used and no county staff are funded through this agreement.
Funding Source	Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959 & 92.243)
Duration	April 15, 2019 – June 30, 2019
Previous Board Action	N/A
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: May 8, 2019
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # 9237

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement with Clackamas Women's Services. Funding will provide support for Camp HOPE in offering overnight outdoor camp experience designed for children who have been impacted by domestic violence, age 7 to 17. Camp HOPE uses trauma-informed practices that help children heal from the effects of violence; children who have experienced trauma are more likely to have issues with the legal system and struggle with alcohol and/or drug dependency.

Funding source for this Agreement is Substance Abuse Prevention and Treatment Block Grant through the U.S. Department of Health and Human Services. The Agreement has a maximum value of \$25,000. The agreement terminates June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 19-010**

Program Name: *Camp Hope 2019*
Program Number: *H3S9237*

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Clackamas Women's Services (SUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Sarah Van Dyke</i>
Children, Family and Community Connections 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family and Community Connections 150 Beaver Creek Road Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Carla Batcheller</i>	Program Representative: <i>Melissa Erlbaum</i>
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
DUNS: 93-0900119	

RECITALS

1. SUBRECIPIENT assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threat, sexual harassment and all types of abuse in their lives. SUBRECIPIENT believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, SUBRECIPIENT works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. COUNTY desires to have its citizens share in the benefits of SUBRECIPIENT resources to respond to the needs of children impacted by domestic violence. Exposure to the trauma of violence in the home affects children on emotional, psychological, developmental, cognitive and physical levels and can increase aggression, depression, anxiety, and put children at higher risk for substance abuse.
3. Based on the Camp HOPE model developed by the Family Justice Center Alliance International, and in partnership with COUNTY's A Safe Place Family Justice Center, SUBRECIPIENT's Camp HOPE Oregon provides camps for children age 7 to 17 who have been exposed to domestic violence. Camp HOPE allows children the chance to be outdoors, participate in activities, and play. These

experiences help children heal from the trauma that violence has brought to their lives. Camp HOPE utilizes a trauma-informed approach, a low counselor/child ratio, and activities designed to increase emotional self-care, connection, and promote healing.

4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of **April 15, 2019** and shall expire on **June 30, 2019**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
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, together with any and all terms, conditions, and other obligations as may be required by the applicable State and Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements. Furthermore, SUBRECIPIENT shall comply with the requirements of the Substance Abuse Prevention and Treatment Block Grant that is the source of the grant funding, in addition to compliance with requirements of title 45 of the *Code of Federal Regulations* (CFR), Part 96.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #93.959)** issued to COUNTY by the Oregon Health Authority (OHA, Agreement #155011) and the U.S. Department of Health and Human Services (DHS, Agreement #5U79SP020705-03). The maximum, not to exceed, grant amount that COUNTY will pay is **\$25,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT agrees to forego indirect cost recovery on this agreement.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.

- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed **Exhibit D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F & G), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- m) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <https://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12889. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (**Exhibit C: Lobbying**) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a

financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for, **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance (CFDA #: 93.959)** issued to COUNTY by the U.S. Department of Health and Human Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. 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, including but not limited to the following: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to

SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by Clackamas Women's Services.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) creates a problem for the design or delivery of other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i) **Federal Whistleblower Protection.** SUBRECIPIENT shall comply with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to

SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** COUNTY shall enforce SUBRECIPIENT compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Agreement as permitted herein, or pursuing legal action to enforce such requirements. 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, elected officials, and employees. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement and personal injury liability, products and completed operations. This coverage shall include Abuse and Molestation Insurance as part of the 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 SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include the SUBRECIPIENT, and the SUBRECIPIENT'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 \$2,000,000. 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.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The

combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 3) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to SUBRECIPIENT's activities performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of their ongoing operations must be on ISO Form CO 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.
- 4) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 5) **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.
- 6) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY which references this agreement in the certificate description. 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.
- 7) **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.
- 8) **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.
- 9) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 10) **"Tail Coverage."** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of SUBRECIPIENT Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under this Agreement; or (ii) the expiration of all warranty periods provided under SUBRECIPIENT Agreement. Notwithstanding the foregoing 24-month requirement, if

SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request (through COUNTY) and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- 11) **Workers' Compensation and Employers' Liability.** If SUBRECIPIENT employs subject workers, as defined in ORS 656.027, SUBRECIPIENT shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including SUBRECIPIENT, shall provide Worker's Compensation insurance coverage for their employees as required by applicable Worker's Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Final Performance Report (Work Plan)
- Exhibit F: Final Financial Report
- Exhibit G: Required State and Federal Terms and Conditions

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Clackamas Women's Services

By: 
Melissa Erdman, Executive Director

5/13/2019
Date

256 Warner Milne Road
Street Address


Oregon City, OR 97045
City / State / Zip

503-655-5810 503-557-5808
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:


Richard Swift, Director
Health, Housing & Human Service Department


Date

Division Head Signature:


Rod Cook, Director
Children, Families and Community Connections

5/28/19
Date

Approved to Form:


County Counsel

5/28/19
Date

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154378 – Amendment 2 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) program

Purpose/Outcomes	This Intergovernmental Agreement (IGA) provides funding to continue the Job Opportunity and Basic Skills (JOBS) program in the County.
Dollar Amount and Fiscal Impact	This IGA adds \$1,044,103.34 for a new contract total of \$2,082,169.34 for additional revenue for two fiscal years.
Funding Source	State of Oregon Department of Human Services. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	The last agreement was approved by the Board of County Commissioners on August 3, 2017
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Counsel Review	The agreement was reviewed and approved on May 22, 2019
Contact Person	Jennifer Harvey, phone 503-655-8843
Contract No.	H3S / CSCC 8420

BACKGROUND:

Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department, requests the approval of the Intergovernmental Agreement #154378 – amendment 2, with the State of Oregon, acting by and through its Department of Human Services for the Job Opportunity & Basic Skills (JOBS) program. CFCC will continue responsibility for service management to DHS referred clientele. Agreement requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment related services.

This revenue agreement is effective July 1, 2019 through June 30, 2021.

RECOMMENDATION:

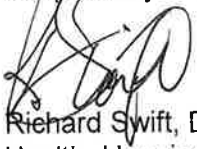
Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Healthy Families. Strong Communities.

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

www.clackamas.us

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over the printed name.

Richard Swift, Director
Health, Housing & Human Services



Agreement Number 154378

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 2 to Agreement Number 154378 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Health, Housing and Human Services
Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Telephone: 503-655-8842
Facsimile: 503-655-8841
E-mail address: jharvey@co.clackamas.or**

hereinafter referred to as "Agency."

1. This amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or July 1, 2019, whichever date is later.
2. The Agreement is hereby amended as follows:
 - a. Agency information on the face sheet only is changed as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

**Community Solutions for Clackamas County (CSCC)
Acting by and through its Health, Housing and Human Services
Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Telephone: 503-655-8843
Facsimile: 503-655-8841
E-mail address: jharvey@clackamas.us mautho@clackamas.or.us**

- b. Agreement Administrator information on the face sheet only is changed as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

Self-Sufficiency – District 15
315 S Beavercreek Road
Oregon City, OR 97045

Agreement Administrator: ~~Theresa Pruett Leah Merritt~~ or delegate
Telephone: ~~971-673-7307 971-673-7358~~
Facsimile: 971-673-7831

E-mail address: ~~Theresa.w.pruett@state.or.us leah.r.merritt@state.or.us~~

- c. Section 1. “**Effective Date and Duration**”, is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

1. **Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice when required or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021 June 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- d. Section 3. “**Consideration**,” paragraph a. only, is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

3. **Consideration.**

- a. The maximum, not-to-exceed compensation payable to Agency under this Agreement, which includes any allowable expenses, is ~~\$1,038,066.00~~ **\$2,082,169.34**. DHS will not pay Agency any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement has been signed by all parties.

- e. Section 5., is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

5. The Agreement representatives for this Agreement shall be as follows:

- a. DHS:

Agreement Administrator: ~~Theresa Pruett Mary Clark Leah Merritt~~
..... 315 S Beavercreek Road
..... Oregon City, OR 97045
Phone: ~~971-673-7307 971-673-7358~~
Fax: 971-673-7381
E-mail:.... ~~theresa.w.pruett@state.or.us leah.r.merritt@state.or.us~~
District Manager: **Seth Lyon** Jessica Amaya

Email seth.lyon@state.or.us
SSP Program Manager:.....Jessica Amaya Nene
Email jessica.amaya@state.or.us

b. Agency:
Contact: Jennifer Harvey Maureen Thompson
..... 112 11th Street
..... Oregon City, OR 97045
Phone: 503-655-8843
Fax: 503-655-8841
E-mail:..... jharvey@clackamas.us maureenho@co.clackamas.or

f. **Effective July 1, 2019, Exhibit A, “Definitions,” definition 13. only, is amended as follows: language to be deleted is struck through, new language is underlined and bold.**

13. “~~Job Placements - Benchmark Placements” means a Job Placement that earns at least \$11.55 per hour and works at least 30 hours per week.~~ **Effective July 1, 2019 means a Job Placement that earns at least \$14.98 per hour in a Metro minimum wage area, \$13.42 in a Standard minimum wage area, or \$13.11 in a Rural minimum wage area and working at least 30 hours per week. Effective July 1, 2020 “JOBS Placement – Benchmark Placements” means a Job Placement that earns at least \$15.61 per hour in a Metro minimum wage area, \$14.05 in a Standard minimum wage area, or \$13.47 in a Rural minimum wage area and working at least 30 hours per week.**

g. **Exhibit D, “Performance Deliverables,” is amended to add a new section 3. and 4. as follows:**

3. **Performance Standards for the period July 1, 2019 through June 30, 2020.**

The following performance standards shall be met by the Agency for the periods indicated, and shall be reported monthly as prescribed by DHS.

a. **Number of Participants Served.**

- (1) Monthly Average: 150
- (2) Annual goal 1800

b. **Teen Parent Services and Activities.**

100% of referred JOBS-eligible teen parents (19 years of age and under who do not have a high school diploma or GED) shall have the opportunity to attend satisfactory hours, as determined by the needs of the Participant and the Case Plan, per month in educational activities. Activities shall support the Participant’s Case Plan.

c. Adult Services and Activities.

100% of referred JOBS-eligible referred adults shall have the opportunity to participate in Contractor's JOBS activities. Activities shall support the Participant's Case Plan.

4. Performance Standards for the period July 1, 2020 through June 30, 2021.

The following performance standards shall be met by the Agency for the periods indicated, and shall be reported monthly as prescribed by DHS.

a. Number of Participants Served.

- (1) Monthly Average: 150
- (2) Annual goal 1800

b. Teen Parent Services and Activities.

100% of referred JOBS-eligible teen parents (19 years of age and under who do not have a high school diploma or GED) shall have the opportunity to attend satisfactory hours, as determined by the needs of the Participant and the Case Plan, per month in educational activities. Activities shall support the Participant's Case Plan.

c. Adult Services and Activities.

100% of referred JOBS-eligible referred adults shall have the opportunity to participate in Contractor's JOBS activities. Activities shall support the Participant's Case Plan.

h. Exhibit E, "Budget Summary," is amended to add a new section 3. And 4. as follows:

3. For the Agreement Fiscal Period of July 1, 2019 – June 30, 2020:

Administrative Costs	\$42,043.10
Program Costs	\$468,431.00
Total Budget for Fiscal Period	\$510,474.10

4. For the Agreement Fiscal Period of July 1, 2020 – June 30, 2021:

Administrative Costs	\$43,992.02
Program Costs	\$489,920.22
Total Budget for Fiscal Period	\$533,912.24

- i. **Exhibit F, "Special Provisions," section 1. "Confidentiality of Information," subsection b. "Non-Client Information" paragraph (3), only, is amended as follows: language to be deleted is ~~struck through~~, new language is underlined and bold.**

1. Confidentiality of Client Information.

b. Non-Client Information:

- (3) **Nondisclosure.** The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ~~ORS 192.410~~ **ORS 192.311 to 192.505 192.478**. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Exhibit F, "Special Provisions," section 4. "Background Checks," is amended as follows: language to be added is underlined and bold.**

4. Background Checks.

~~Agency shall verify that any employee working with youth and program Participants has not been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with youth and program Participants.~~

- a. ~~Agency shall establish verification by having the applicant as a condition of employment, apply for and receive a criminal history check, which will be shared with Agency.~~
- b. ~~Agency shall determine whether the employee has listed convictions and whether these convictions pose a risk to working safely with youth and program Participants.~~
- e. ~~Agency shall confirm in writing the reasons for hiring individuals who have any of the above listed crimes listed on their applicant/employee record. The reasons shall address how the applicant or employee is presently suitable or able to work with referred youth and program Participants' in a safe manner. Agency will place the information in the employee's personnel file.~~

Agency shall verify that any employee, volunteer, or subcontractor, working with clients referred by DHS, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or convicted with any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, volunteer, or subcontractor scheduled to work with DHS' client. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that is similar to functions the person may perform for Agency or place the person in a position to gain access to a client or a client's personal information so as to be in a position to cause harm to a client. For example, but not limited to, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Agreement or has access to client finances or financial information.

- a. **Agency shall establish verification by:**
 - (1) **Having the applicant/employee, as a condition of work, apply for and receive a fingerprint-based national criminal history check from a local Oregon State Police (OSP) office, which will be shared with Agency; OR**
 - (2) **Agency as an employer will contact the local OSP for a fingerprint-based national criminal history check on the applicant/employee. Agency will need to give to OSP the applicant's name, birth date and social security number; OR**
 - (3) **Agency will utilize a third-party vendor approved by DHS to conduct a fingerprint-based national criminal history check on the applicant/employee. The vendor must be capable of providing a national criminal history check that includes review of the National Sex**

Offender Public Website (NSOPW) currently found at: <https://www.nsopw.gov/?AspxAutoDetectCookieSupport=1>.

- b. The following requirements apply to all background checks performed regardless of method (Section a.1-3 above) used.
- (1) Background checks need to be completed prior to start date, upon a promotion, significant change in work duties, or if there is reason to believe a new check is needed. Examples of a reason to believe a new background check may be needed include but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
 - (b) A lapse in working or volunteering in a position under the direction and control of Agency, but the individual is still considered in the position. For example, an extended period of leave by the individual. The Agency determines the need for a background check.
 - (c) Quality assurance monitoring by DHS of a previously conducted criminal records check.
 - (2) Background checks will also need to be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days.
 - (3) All employees, subcontractors, and volunteers of the Agency receiving background checks are required to report to the Agency any new arrests, convictions or investigations for child protective service or adult protective service abuse within 5 business days.
 - (a) Within 5 business days of such notification, the Agency is required to report to DHS the employee's new history.
 - (b) DHS may request a new background check to reevaluate the ongoing fitness of the employee, subcontractor, or volunteer.
- c. If the position of the applicant/employee is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the check must also include review of the

General Service Administration (GSA) System for Award Management (SAM) currently found at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>, and the Social Security Administration (SSA) Death Masterfile currently found at https://www.ssa.gov/dataexchange/request_dmf.html. Any applicant/employee found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with DHS clients under this Agreement.

- d. Agency shall determine after receiving the criminal history and NSOPW check, whether the applicant/employee has listed convictions or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with DHS clients. If Agency notes a conviction from any of the above listed crimes on the applicant/employee's record, and Agency chooses to hire the employee/applicant, Agency shall confirm with DHS in writing, the reasons for hiring or contracting with the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Agency will place this information, along with the applicant/employee's criminal history check, in the applicant's/employee's personnel file.

Upon receiving such written notification from the Agency, DHS reserves the right to the final denial of any employee, volunteer, or subcontractor to provide services to DHS clients under this Agreement. DHS will have five business days from receiving written notification to respond to the Agency in writing with a decision to deny the applicant/employee to provide services for DHS clients under this Agreement.

- e. The background check procedures listed above also apply to the Agency. Agency shall establish a personal personnel file and place Agency's criminal history check in named file for possibility of future DHS review. Criminal history records should be purged after three years.

- f. Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Agreement.

- j. Exhibit F, "Special Provisions," section 7. "Nondiscrimination," is amended as follows: language to be deleted is ~~struck-through~~, new language is **underlined and bold**.

7. **Nondiscrimination.**

a. Agency must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

b. Agency certifies that Agency has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Agency agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

k. Exhibit G, "Standard Terms and Conditions", section 24., "Notice" DHS address only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

DHS: Office of Contracts & Procurement
250 Winter St. NE, Room 306 635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: ~~Fax~~: 503-378-4324

l. Exhibit I, "Federal Terms and Conditions," section 5. "Truth in Lobbying", subsection e. only, is amended as follows: language to be added is underlined and bold.

e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

m. Exhibit I, "Federal Terms and Conditions," section 9. through the end of Exhibit I is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

9. Reserved Drug-Free Workplace. Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or

while providing services to DHS clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Reserved Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. — Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal Agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. — Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. — Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. — Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. — Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. **Reserved Disclosure.**

- a. — 42 CFR Part 455.104 requires the State Medicaid Agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider,

~~fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.~~

- ~~b. — 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.~~
- ~~c. — As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.~~
- ~~d. — Agency shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.~~

14. Federal Intellectual Property Rights Notice. The federal funding Agency, as the awarding Agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding Agency to the State of Oregon. The Agency agrees that it has been provided the following notice:

- a. The federal funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding Agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

15. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.**
- b. **Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, as applicable.**
- c. **Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Agency, and Agency shall also include these contract provisions in its contracts with non-Federal entities.**

16. Federal Whistleblower Protection. Agency shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

- n. Effective July 1, 2019, Exhibit K, "JOBS Service Agreement Template," section C. "Service Deliverables" only, is amended as follows: language to be added is underlined and bold.

C. Service Deliverables

Agreement Service Deliverable	XXXX X, XXXX – XXXX XX, XXXX	XXXX X, XXXX – XXXX XX, XXXX
Participants Served (annual level)	XX	XX
Participants Service (monthly average)	XX	XX

Customize this section based on service and District program management purposes

District-Specific Service Goals	XXXX X, XXXX – XXXX XX, XXXX	XXXX X, XXXX – XXXX XX, XXXX
Work Experience Participants (monthly average)	XX	XX
Individualized/Customized Sites Added	XX	XX
JOBS Placements (full and part-time)	X	X
Placements Leading to Transition from TANF	X	X
Benchmark Placements*	X	X
Teen Parents in Educational Activities	X	X
Teen Parents in Employment Activities	X	X
Adults in GED services	X	X
	X	X

~~*Benchmark placements = At least \$11.55/hour and at least 20 hours per week~~

***Benchmark placements = Effective July 1, 2019 at least \$14.98 Metro minimum wage, \$13.42 Standard minimum wage, or \$13.11 Rural minimum wage/hour and at least 30 hours per week. Effective July 1, 2020 at least \$15.61 Metro minimum wage, \$14.05 Standard minimum wage, or \$13.74 Rural minimum wage/hour and at least 30 hours per week.**

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. Agency certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the Agency hereby certifies under penalty of perjury that:
- a. The Agency is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, Agency shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, Agency acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Agency may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The Agency 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 Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency 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. Agency 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 Agency;
 - c. The information shown in Agency Data and Certification, of original Agreement or as amended is Agency’s true, accurate and correct information;
 - d. To the best of the undersigned’s knowledge, Agency 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;
 - e. Agency and Agency’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>;
 - f. Agency is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
 - g. Agency is not subject to backup withholding because:
 - (1) Agency is exempt from backup withholding;

- (2) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Agency that Agency is no longer subject to backup withholding.

h. Agency Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, Agency is required to provide DHS with the new FEIN within 10 days.

5. **Agency Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS):

Clackamas County

Street address:

2051 Kaen Road

City, state, zip code:

Oregon City, OR 97045

Email address:

jharvey@clackamas.us

Telephone:

(503) 655-8843

Facsimile: (503) 655-8841

Proof of Insurance: Agency shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company:

Self-insured

Policy #:

N/A

Expiration Date:

N/A

6. Signatures.

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

**Clackamas County Health, Housing and Human Services
Community Connections Division**

Children, Family &

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

**Via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice**

**May 22, 2019
Date**

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Northwest Family Services
for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services.

Purpose/Outcome	Provides domestic violence services to Latina survivors of domestic violence and their children, including emergency shelter, support groups and information and referral services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$100,000. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: May 13, 2019
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CFCC-9267

BACKGROUND:

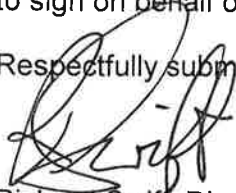
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this agreement is County General Funds. It has been reviewed by County Counsel. Agreement has a maximum value of \$100,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CFCC-9267	
Program Name: Northwest Family Services Casa Esperanza Program/Project Number: 9267	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Northwest Family Services , (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and other types of abuse have significant impact on the health and welfare of the residents of Clackamas County.

Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support

for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of RECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT 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 RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** 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.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
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. **RECIPIENT 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 RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-

receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its 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. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT 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.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** RECIPIENT 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-1: Request for Reimbursement. RECIPIENT 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.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
 - i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The 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 RECIPIENT 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.** RECIPIENT 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, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT 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 RECIPIENT.
- b) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents

or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
 - 6) **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.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be

provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.


- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT 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.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **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.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT 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.
 - g) **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.
 - h) **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.

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

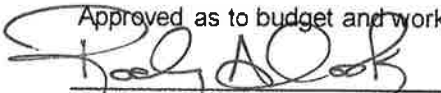
Signing on behalf of the Board:

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

Dated: 5/13/2019

Dated: _____

Approved as to budget and work plan:


Red Cook, Director
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)



GEORGE MARLTON, JD
 PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Brand Standardization with A-Dec, Inc. Dental Equipment
 for Gladstone Pediatric Dental Equipment RFP**

Purpose/ Outcomes	To establish a brand standardization for dental equipment in the new Gladstone Pediatric Dental Clinic. Procurement Division anticipates publishing a Request for Proposal (“RFP”) for certified A-Dec Inc. resellers upon Board approval of the brand standardization.
Dollar Amount and Fiscal Impact	N/A
Funding Source	253-3010-08003-485300
Duration	Contract Solicitation through Contract Completion November 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	This project will provide the residents of the Gladstone area access to a full pediatric dental clinic.
Contact Person	Mark Danilin, Project Manager 503-742-5958

Background:

Currently H3S operates 3 dental clinics across Clackamas County. Each of these clinics currently use the A-dec brand of equipment for chairs and associated equipment. The Clackamas County dental professionals that rotate through these clinics are trained on this specific brand of equipment. In order to maintain the same level of care by the dental professionals, consistency is needed in the type of equipment used and encountered at each clinic as staff is rotated due to scheduling needs. Additionally A-dec equipment is available through multiple vendors, allowing for adequate competition in the marketplace.

Procurement Process:

The Procurement Division advertised the Notification of Brand Name Standardization according to ORS 279B.215 on May 16, 2019. The Notification was published for fourteen (14) days and received no protests. Upon Board approval of the Brand Name Specification, the Procurement Division anticipates publishing a Request for Proposals package specifying the A-Dec, Inc. brand. The Procurement Division has identified multiple proposers that meet the brand name specification qualification for the upcoming RFP and does not foresee vendor favoritism with this solicitation.

Recommendation:

Staff respectfully recommends the Board approve the request for a Brand Standardization with A-Dec Inc.

Respectfully,

Brant Sylvester
Clackamas County Procurement Analyst

Placed on the Agenda of _____ by the Procurement Division

Board Approval: _____



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 Knife River Corporation for the
Damascus Paving Package**

Purpose/Outcomes	This Contract will resurface 3.0 miles of roads. It will resurface portions of Borges Road, Kingswood Way, Kingswood Ct., and Yellowhammer Street.
Dollar Amount and Fiscal Impact	Contract value is \$1,305,107.50
Funding Source	215-7435-00059-424423-18-0808 Damascus Road Fund
Duration	Contract execution through December 31, 2019
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Approval	May 13, 2019
Contact Person	Vince Hall, Project Manager 503-650-3210

Background:

The Damascus Paving Package will pave three miles of roads which include: Borges Road between Tillstrom Road and 222nd Drive; Kingswood Way between Borges Road and Yellowhammer Street; Kingswood Court between Kingswood Way and End of County Maintenance; Trillium Court between Kingswood Way and End of County Maintenance; and Yellowhammer Street between west Dead End and End of County Maintenance with asphalt.

Borges Road is functionally classified as a collector. Yellowhammer Street, Kingswood Way, and Kingswood Court are functionally classified as local roads. The average daily traffic on Borges Road is about 1,200 vehicles per day.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than August 30, 2019, with final completion no later than December 31, 2019.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Knife River Corporation - Northwest**, 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: **#2019-20 Damascus Paving Package**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **one million three hundred five thousand one hundred seven dollars and fifty cents (\$1,305,107.50)** (the "Contract Price"), to be paid to the Contractor by Owner 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 the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), 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 amount contemplated by the Base Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Instructions to Bidders
- Bid Form
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named Matt Wilson as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Vince Hall 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 Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, 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 written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

Job Superintendent: Aaron Vohland shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Austin Cooksey shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: August 30, 2019

FINAL COMPLETION DATE: December 31, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3 of the General Conditions and item 2 of Supplemental General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County 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 Owner. 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 Owner (“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. Required Terms.

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

9. 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.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

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.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. 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.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$800.00 per Calendar day past the Substantial Completion date.

12. 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.

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

Contractor DATA:
Knife River Corporation Northwest
32260 Old Hwy 34
Tangent, Oregon 97389

Contractor CCB # 2101 Expiration Date: 08/10/2020
Oregon Business Registry # 068610-17 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.

Knife River Corporation - Northwest

Clackamas County Board of County Commissioners

Authorized Signature Date

Chair Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel Date

Borges Road is functionally classified as a collector. Yellowhammer Street, Kingswood Way, and Kingswood Court are functionally classified as local roads. The average daily traffic on Borges Road is about 1,200 vehicles per day.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than August 30, 2019, with final completion no later than December 30, 2019.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 19, 2019. Bids were opened on April 16, 2019. The County received three (3) bids: Brix Paving, \$1,508,100.00; Eagle Elsner, \$1,606,913.00; and Knife River Corporation, \$1,305,107.50. Knife River Corporation was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Knife River Corporation for the Damascus Paving Package.

Sincerely,

Randall A. Harmon
Transportation Operation Manager

Placed on the BCC Agenda _____ by Procurement



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract for Elevator Services from Kone, Inc., for the Facilities Maintenance Division

Purpose / Outcome	Approval to contract for elevator maintenance and repair service for the Clackamas County Facilities Maintenance Division.
Dollar Amount and Fiscal Impact	\$42,000.00 annually for a total contract amount of \$210,000.00 over 5 years.
Funding Source	Clackamas County Facilities Maintenance 744-7531-00-437130
Duration	To begin upon signature for five years, completion date June 30, 2024
Previous Board Action/Review	Authorization to contract was previously approved by the Board on March 28, 2019
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safety as we serve the community.
Counsel Review	May 23, 2019
Contact Person	Ralph Sanchez- Building Maintenance Supervisor 503-557-6417 Rick Cole- Building Maintenance Specialist 503-557-6416

Background:

The Clackamas County Facilities Maintenance Division has requested that Clackamas County Procurement contract with Kone Inc., for elevator maintenance and repair service for the County's 15 elevators in County owned buildings.

Procurement Process:

Approval of this contract for services is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The contract will be made off cooperative contract Facility Repair and Maintenance Contract EV2516 Elevator and Escalator Maintenance and Repair Service through the US Communities Contract GENRL-EV2516. A notice of intent to purchase for the US Communities Elevator Contract was issued on March 11, 2019. No comments were received by the time of closing on March 18, 2019.



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

Recommendation:

Staff recommends the Board of County Commissioners approve this contract.

Sincerely

Christa Bosserman Wolfe, Director

Placed on the Board Agenda of _____ by the Procurement Division.



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between **KONE Inc.** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Facilities Management for the purposes of providing elevator maintenance and repair services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2024**. Upon the mutual written consent of the parties, the Contract may be renewed for five (5) additional years. Expiration of the Contract shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work described in Kone, Inc. Proposal (Reference GENRL-EV2516), attached and hereby incorporated by reference as Exhibit “A,” and the elevator repair, maintenance, and other services detailed in US Communities Contract, Facility Repair and Maintenance Contract EV2516, attached and hereby incorporated by reference as Exhibit “B.”

All Contracted services shall be handled exclusively by County’s Procurement Division.

This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A,” and Exhibit “B.” The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is Rick Cole, 503-557-6416 or email at RCole@clackamas.us.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor based on the US Communities Contract, Facility Repair and Maintenance Contract EV2516 Elevator and Escalator Maintenance and Repair Services, and the price list attached as Exhibit B. The maximum annual compensation authorized under this Contract shall not exceed **Forty Two Thousand dollars (\$42,000.00)**, and the total Contract compensation shall not exceed **Two Hundred Ten Thousand dollars (\$210,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute

(“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. 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. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought

and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, but only to the extent based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County 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 the County, its 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 Contract. The general aggregate shall apply separately to this project / location.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract.

C. Contractor shall provide an Owner's and Contractor's Protective Liability (OCPL) policy, which lists Owner as a named Insured. This policy will remain in effect for the duration of the Agreement and the limit will be \$1,000,000. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.
- c. Other Warranties. Contractor will provide all other warranties as set forth in Exhibit A.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any

provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. 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.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) County may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by County, County shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to County any remaining sums within thirty (30) days of such date. (B) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (C) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which

this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, 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 Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper

officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply 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. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

KONE Inc.
One Kone Ct
Moline, IL 61265

(t)M_

5/23/19

Clackamas County Board of County
Commissioners

Authorized Signature

Date

Chair

Date

Jeff Blum, Senior Vice President
Name/ Title (Printed)

006154-27

Oregon Business Registry #

FBC/Delaware

Entity Type/ State of Formation

Recording Secretary

Date

Approved as to Form:


County Counsel

5/23/19
Date

Oppy: 8861264

DRAFT

Approval of Previous Business Meeting Minutes:

May 2, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 2, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – citizen involvement, accountability, transportation and road funding, Matt Garrett article.
2. Joe Greenman, West Linn – Chair of the Governor’s Commission on Senior Services, invited the Board to their meeting on June 13th at the West Linn Adult Community Center.

~Board Discussion~

II. PUBLIC HEARINGS

1. **Board Order No. 2019-47** Approving Boundary Change Proposal CL 19-001
Annexation to Tri-City County Service District

Ken Martin, Boundary Change Consultant presented the staff report.

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

MOTION:

Commissioner Fischer: I move we approve the Board Order Approving Boundary Change Proposal CL 19-001 Annexation to Tri-City County Service District.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

2. **Board Order No. 2019-48** Approving Boundary Change Proposal CL 19-002
Annexation to Sunrise Water Authority

Ken Martin, Boundary Change Consultant presented the staff report.

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

MOTION:

Commissioner Fischer: I move we approve the Board Order Approving Boundary Change Proposal CL 19-002 Annexation to Sunrise Water Authority.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

3. **Board Order No. 2019-49** Setting the Final Assessments for the Starview Lane LID
Kenneth Kent, Department of Transportation & Development presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Fischer: I move we approve the Board Order Setting the Final Assessments for the Starview Lane LID.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

4. **Resolution No. 2019-50** Approval for Adoption of Findings and Establishing an Exemption for a Class of Public Improvement Contracts for Contemporaneous Development

George Marlton, Procurement Division Director presented the staff report.

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

MOTION:

Commissioner Fischer: I move we approve the Board Order Approval for Adoption of Findings and Establishing an Exemption for a Class of Public Improvement Contracts for Contemporaneous Development.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

III. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement DCHS-IGA-E-10145-2019, Amendment No. 1 with Multnomah County Department of Human Services, Aging & Disability Services Division for Veterans Directed Care Services – *Social Services*

2. Approval to Apply for FY2018 Youth Homelessness Demonstration Project, Housing and Urban Development (HUD) Grant – *Community Development*

3. Approval of the Housing and Community Development 2019 Action Plan – *Community Development*

4. Approval of a Construction Contract between Clackamas County and D&D Concrete and Utilities Inc. for the Jennings Lodge Pedestrian Improvements Project – *Community Development*

5. Approval of Change Order No. 6 for the Fenton Avenue Improvements Project – Kerr Contractors of Oregon, Inc. – *Community Development*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Sunrise Water Authority for the Extra Paving of SE Sunnycreek Lane, SE Melbrook Way and SE 119th Court, within the Sunrise Water Authority Current Project

C. Finance Department

1. Approval of Contract with Language Line Services, Inc. for On-Call Interpreter Services for Clackamas County Departments - *Procurement*

D. Elected Officials

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

E. Public & Government Affairs

1. Approval of an Intergovernmental Agreement with the City of Newberg Regarding Payment for Services Related to Willamette Falls Locks State Commission

F. County Counsel

1. Approval of a Settlement Agreement in the Case of Castro v. Clackamas County, Chris Hoy, et,al
2. **Board Order No. 2019-51** Related to a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application - *Previously heard at the March 27, 2019 Land Use hearing*

G. Community Corrections

1. Approval of Software License Agreement with CorrectTech, Inc. for Community Corrections - *Procurement*

IV. DEVELOPMENT AGENCY

1. Approval of an Intergovernmental Agreement between Clackamas River Water and the Clackamas County Development Agency relating to the Clackamas Regional Center Mobility Improvement Project
2. Approval of the Fourth Amendment to the Disposition Agreement with Bottling Group, LLC

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUREND – 11:01 AM

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>



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Commercial Lease and Board Order Authorizing a Lease with
One Monarch Center, LLC

Purpose/Outcomes	Execute a lease and Board Order authorizing the lease with One Monarch Center, LLC
Dollar Amount and Fiscal Impact	Monthly rent of \$2,855.23
Funding Source	N/A
Duration	Lease will expire on May 31, 2020 with the option to extend for a period of 12 months
Previous Board Action	None
Strategic Plan Alignment	Build public trust through good government
Counsel Review	Reviewed and Approved by County Counsel on May 14, 2019
Contact Person	Dave Queener, Development Agency Program Supervisor 503-742-4322

BACKGROUND:

The Development Agency owns property located at the northeast corner of 93rd Avenue and Sunnybrook Boulevard that includes two parcels. One parcel is unimproved and the other is a surface parking lot. One Monarch Center, LLC has leased the property consistently since October 1997 and, per the terms of the previous lease, has the option to renew the lease for a new term of 12 months. One Monarch has exercised that option.

The new lease will expire on May 31, 2020. Terms include monthly rent of \$2,855.23, payment of all personal and real property taxes by Lessee and a two (2) month notification by the Lessor of its intent to terminate the lease in the event the property is needed for another use.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this lease and Board Order authorizing the lease with One Monarch Center, LLC.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

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

In the Matter of a Lease of
Property to One Monarch Center,
LLC, Situated at the Intersection of
SE 93rd Avenue and Sunnybrook
Boulevard, Clackamas County,
Oregon



Board Order No. _____
Page 1 of 2

Whereas, the Clackamas County Development Agency owns property generally described as follows: Clackamas County Tax Lots 2500 and 2600 of map 22E04B, SE 93rd Avenue and Sunnybrook Boulevard, Clackamas, Oregon; and

Whereas, one parcel of the Development Agency's property is unimproved and the other is a surface parking lot; and

Whereas, One Monarch Center, LLC desires to lease the Development Agency's property to accommodate additional parking to support its related business operations on adjacent properties; and

Whereas, the Development Agency is actively marketing its parcels for redevelopment opportunities; and

Whereas, until the Development Agency can secure an acceptable buyer for its properties, the public interest would be furthered by the Development Agency collecting market rate rent for use of its land; and

Whereas, One Monarch Center, LLC is willing to pay market rate rent for the use of the properties, and is willing to vacate the property upon two months' notice from the Development Agency, without penalty, where the Development Agency desires to regain possession of the properties; and

Whereas, One Monarch Center, LLC is willing to agree to such other terms as set forth in the Commercial Lease attached to this Order as Exhibit "A"; and

Whereas, ORS 271.360 requires leases to be authorized by ordinance or order of the public body executing the same; now therefore,

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

In the Matter of a Lease of
Property to One Monarch Center,
LLC, Situated at the Intersection of
SE 93rd Avenue and Sunnybrook
Boulevard, Clackamas County,
Oregon



Board Order No. _____
Page 2 of 2

IT IS HEREBY ORDERED that the Chair of the Clackamas County Development Agency is authorized to execute the Commercial Lease attached to this Order as Exhibit "A".

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

COMMERCIAL LEASE

Date: May _____, 2019

Between: Clackamas County Development Agency (“Lessor”)

And: One Monarch Center, LLC, an Oregon Limited Liability Company (“Lessee”)

As to Property: Clackamas County Tax Lots 2500 and 2600 of map 22E04B
SE 93rd Avenue and Sunnybrook Boulevard
Clackamas, Oregon

RECITALS

The Clackamas County Development Agency, as Lessor ("Lessor") has continuously leased to One Monarch Center, LLC as Lessee ("Lessee") premises located at SE 93rd Avenue and Sunnybrook Boulevard in Clackamas, Oregon from October 1, 1997 to the present. Lessor and Lessee now undertake to sign a new lease under the same or similar terms for the period from June 1, 2019 through May 31, 2020, with an option to renew so long as Lessee is not in default, for one (1) additional term of twelve (12) months.

NOW, THEREFORE, Lessor leases to Lessee and Lessee leases from Lessor the following described property (the “Premises”) on the terms and conditions stated below:

See the attached Exhibit A, which is incorporated by this reference.
AKA: Parking lot (TL 2600) and vacant property (TL 2500) of map 22E04B

Section 1. Occupancy

1.1 Original Term. The term of this Lease shall commence June 1, 2019 and continue through May 31, 2020, unless sooner terminated as hereinafter provided.

1.2 Possession. At the time of this Lease Lessee, by virtue of its existing tenancy, is already in possession of the Premises.

1.3 Renewal Option. Subject to Lessor’s termination rights under Section 18, if the Lease is not in default when the option is exercised or when the renewal term is to commence and Lessor has not provided the notice to terminate set forth in Section 18, Lessee shall have the option to renew this Lease for one (1) term of twelve (12) months, as follows:

1.3.1. The first day of the renewal term shall commence on the day following expiration of the preceding term.

1.3.2. The terms and conditions of the Lease for the renewal term shall be identical with the original term except for rent, term, and renewal option.

1.3.3. The option to renew may be exercised by written notice to Lessor given not less than sixty (60) days prior to the last day of the expiring term. Giving such

notice shall be sufficient to make the Lease binding for the renewal term without further act of the parties.

1.3.4. Rent during the renewal period shall be the greater of (a) the rental during the preceding original term or (b) a reasonable rental for the ensuing renewal term. If Lessor and Lessee do not agree on the rent within thirty (30) days after notice of election to renew, an independent real property appraiser familiar with commercial rental values in the area shall determine the rent. Lessee shall choose the appraiser from a list of not fewer than three such persons submitted by Lessor. If Lessee does not make the choice within five days after submission of the list, Lessor may do so. If Lessor does not submit such a list within 10 days after written request from Lessee to do so, Lessee may name as an appraiser any individual with such qualifications. Within 30 days after his or her appointment, the appraiser shall return his or her decision, which shall be final and binding on both parties. The cost of the appraiser's determination shall be borne equally by both parties.

Section 2. Rent

2.1 Base Rent. During the original term Lessee shall pay to Lessor as Base Rent the sum of two thousand eight hundred fifty five dollars and twenty three cents (\$2,855.23) per month, Rent shall be payable on the first day of each month in advance at such place as may be designated by Lessor.

2.2 Security Deposit. To secure Lessee's compliance with all terms of this Lease, Lessee has paid Lessor the sum of five hundred dollars (\$500.00) as a deposit, at the start of the initial lease term. The deposit shall be held for all subsequent terms of the Lease. The deposit shall be a debt from Lessor to Lessee, refundable within 30 (thirty) days after expiration of the final lease term or other termination not caused by Lessee's default. Lessor may commingle the deposit with its funds and Lessee shall not be entitled to interest on the deposit. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should Lessor elect to do so, and the cost of performing any repair or cleanup that is Lessee's responsibility under this Lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Lessor, at its option, in addition to any other remedy provided by law or this Lease for Lessee's nonperformance. Lessor shall give notice to Lessee each time an offset is claimed against the deposit and, unless the Lease is terminated, Lessee shall within ten (10) days after such notice deposit with Lessor a sum equal to the amount of the offset so that the total deposit amount, net of offset, shall remain constant throughout the Lease term.

2.3 Additional Rent. All taxes, insurance costs, utility charges incurred for the operation of the Premises and any other sum that Lessee is required to pay to Lessor or third parties shall be additional rent.

Section 3. Retention Incentive. Lessee acknowledges in section 18 of this Lease that it may receive notice to quit the Premises. After Lessee receives the notice, if Lessee relocates its business within Clackamas County, Lessor shall return any rent

paid between the date of the notice and the date Lessee quits the Premises. However, if Lessee moves out of Clackamas County, Lessor shall retain the rent.

Section 4. Use and Condition of the Premises

4.1 Permitted Use. The Premises shall be used for parking and access purposes and for no other purpose without the consent of Lessor, which consent shall not be withheld unreasonably. If law or governmental regulation prohibits this use, this Lease shall terminate.

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

4.2.1 Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.

4.2.2 Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Lessor to obtain reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional cost of the insurance.

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

4.2.5 Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Lessor.

4.3 Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. The term *Environmental Law* shall mean any federal, state, or local statute, 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, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

4.4 "As-Is." Lessee accepts the Premises in its "as is" condition without any warranty or representation by Lessor as to the condition, fitness for any particular purpose, or habitability of the Premises. Lessee acknowledges that Lessor has no obligation to make any change or improvement to the Premises or to pay any cost, expend any funds or suffer any liability to make any change or improvement. All work done by Lessee within, on, under or adjacent to the Premises will be performed in a good and workmanlike manner in compliance with all governmental requirements. It is Lessee's sole and exclusive responsibility to perform all work necessary or required by any governmental entity, to permit Lessee to occupy the Premises. Lessee agrees to indemnify, defend and hold Lessor harmless against any loss, liability, claim or damage resulting from work on the Premises.

Section 5. Repairs and Maintenance

5.1 Lessor's Obligations. Lessor shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

5.2 Lessee's Obligations. Lessee, at its expense, shall keep the Premises in safe and working order, and in good and tenantable repair and condition. Lessee also agrees to maintain, at its expense, the vacant parcel (Tax Lot 2500). The maintenance shall be limited to keeping the vegetation in a manner which maintains a reasonable appearance and is in compliance with any local regulation.

5.3 Lessor's Interference with Lessee. In the event Landlord performs any repairs, replacements, alterations, or other work on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by Lessee. 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.

5.4 Reimbursement for Repairs Assumed. If Lessee fails or refuses to make repairs that are required by this Section 5, Lessor may make the repairs and charge the actual costs of repairs to Lessee. Lessee shall reimburse such expenditures by Lessor on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, Lessor may not perform repairs that are the obligation of the Lessee and charge the Lessee for the resulting expense unless at least ten (10) days before work is commenced, the Lessee is given notice in writing outlining with reasonable particularity the repairs required, and Lessee fails within that time to initiate such repairs in good faith and pursue the repairs to completion with all due diligence.

5.5 Inspection of Premises. Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessee has given Lessor written notice of the repairs that are required.

Section 6. Alterations

6.1 Alterations Prohibited. Lessee shall make no improvements or alterations on the Premises of any kind without first obtaining Lessor's written consent. 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.

6.2 Alterations Required. Lessee shall perform no improvements or alterations to the Premises without identifying the improvements or alterations and securing Lessor's approval. Completing the Work Sheet set out as Exhibit B to this Lease shall do this. The improvements and alterations delineated on the Work Sheet shall be performed by the party designated and within the time stated in the work sheet.

6.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable Lessor's consent or work sheet specifically provides otherwise. Lessee shall at Lessor's option, remove improvements

and alterations installed by Lessee and restore the Premises to a commercially reasonable state unless the applicable Lessor's consent or work sheet specifically provides otherwise.

6.4 Waiver. Lessor may condition its consent to installation of "a work of visual art" in the premises, as defined in the Visual Artists Rights Act of 1990 (VARA) at 17 USC §101, on Lessee's delivery to Lessor of a written waiver of moral rights under the VARA executed by the artist and to be executed by Lessor acknowledging that the work may be subject to destruction on removal.

Section 7. Insurance

7.1 Insurance Required. Lessee shall pay the costs of keeping the Premises insured at Lessee's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall bear the expense of any insurance insuring the property of Lessee on the Premises against such risks. Lessee shall deliver to Lessor a copy of the insurance policy with an endorsement evidencing the Lessor is an additional insured.

7.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 8. Taxes; Utilities

8.1 Property Taxes. Lessee shall pay as due all taxes on its personal property located on the Premises. Lessee shall pay all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises.

8.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Lessor may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 8.1.

8.3 Contest of Taxes. Lessee shall not be permitted to contest the amount of any tax or assessment.

8.4 Proration of Taxes. Lessee shall pay its proportionate share of real property taxes and assessments for the years in which this Lease commences or terminates.

8.5 New Charges or Fees. If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Lessee shall pay such charge or fee.

8.6 Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and

maintenance of the Premises, including charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. If any utility services are provided by or through Lessor, charges to Lessee shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated, Lessor shall apportion the charges on an equitable basis, and Lessee shall pay its apportioned share on demand.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Lessee at Lessee's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessee and shall be performed in accordance with the provisions of Section 5.

9.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the improvements 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, Lessee shall proceed to restore the Premises 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 Lessee's reasonable control.

9.3 Rent Abatement. Rent shall not be abated during the repair of any damage to the extent the premises are untenantable.

Section 10. Eminent Domain

10.1 Partial Taking. If a portion of the Premises is condemned and Section 10.2 does not apply, the Lease shall continue on the following terms:

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.1.4 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 10.1.1 and 10.1.3 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.

10.2 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.

10.3 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 11. Liability and Indemnity

11.1 Liens. 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.

11.1.1 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.

11.1.2 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.

11.2 Indemnification. Lessee shall indemnify and defend Lessor from, and reimburse Lessor for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee including any such cost, claim, loss, or liability that may be caused or contributed to in whole or in part by Lessor's own negligence or failure to effect any repair or maintenance required by this Lease including any cost, claim, loss, or liability suffered directly or from a third-party claim for damage to the Premises or any other persons or property arising out of or related to Lessee's failure to comply with Section 4.3. 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.

11.3 Liability Insurance. Before going into possession of the Premises, Lessee shall procure and thereafter during the term of the Lease shall continue to carry 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 \$3,000,000 and a per occurrence limit of not less than \$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 Section 11.2, 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 12. Quiet Enjoyment; Mortgage Priority

12.1 Lessor's Warranty. Lessor warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances except those reflected in the public record. Subject to these exceptions Lessor will defend Lessee's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

12.2 Estoppel Certificate. Either party will, within twenty (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 13. 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 and arbitrary discretion.

Section 14. Default. The following shall be events of default:

14.1 Default in Rent. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.

14.2 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.

14.3 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.

14.4 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 15. Remedies on Default

15.1 Termination. 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.

15.2 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.

15.3 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:

15.3.1 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.

15.3.2 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 15.5, or any other expense occasioned by Lessee's default including any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

15.3.3 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.

15.4 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.

15.5 Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do 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.

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

Section 16. Surrender at Expiration

16.1 Condition of Premises. On expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in first-class condition and broom clean. 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 excepted 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 9 relating to destruction.

16.2 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.

16.3 Holdover

16.3.1 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 110% of the highest monthly rent payable by Tenant to Landlord during the term of this Lease, or any extension thereof, 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.

16.3.2 If a month-to-month tenancy results from a holdover by Lessee under this Section 16.3, 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 17. Miscellaneous

17.1 Nonwaiver. 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.

17.2 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 below or to such other address as may be specified from time to time by either of the parties in writing.

Lessor: David Queener
Clackamas County Development Agency
Development Services Bldg.
150 Beaver Creek Rd.
Oregon City, OR 97045

Lessee: One Monarch Center, LLC
Attn: Sam Allen
12566 SE 93rd Avenue
Clackamas, OR 97015

17.3 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.

17.4 Recordation. This Lease shall not be recorded without the written consent of Lessor.

17.5 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 necessary for the proposed Sunrise Corridor Transportation Project 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.

17.6 Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this Lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum from the due date until paid. In addition, if Lessee fails to make any rent or other payment required by this Lease to be paid to Lessor within five (5) days after it is due, Lessor may elect to impose a late charge of five cents per dollar (\$0.05/\$1.00) of the overdue payment to reimburse Lessor for the costs of collecting the overdue payment. Lessee shall pay the late charge on demand by Lessor. Lessor may levy and collect a late charge in addition to all other remedies available for Lessee's default, and collection of a late charge shall not waive the breach caused by the late payment.

17.7 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.

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

Section 18. Termination and Relocation. Lessee understands that the Premises are available for lease only for a limited period of time and that the improvements on the Premises will be completely removed at such time as Lessor desires to regain possession of the Premises.

This Lease may be terminated by Lessor prior to May 31, 2020 according to the following terms and conditions:

(1) Lessor agrees to give Lessee two (2) months prior written notice of Lessor's intent to take possession of the Premises. The date set forth in Lessor's notice shall be the effective date of any termination pursuant to this section. Lessee's sole and exclusive remedy for Lessor's failure to provide the notice under either scenario is the abatement or reimbursement of Rent for the period of time the notice was delayed. (e.g. If the notice is one month late the Lessee receives one month free rent).

(2) Termination under this section shall have the same effect as if the Lease had expired pursuant to its original term.

(3) Lessee will be required to relocate. Lessee acknowledges that it does not have any federal, state or local relocation benefits and if it acquires any relocation benefits for any reason, they are waived, released and forgiven.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date and year written above. The persons signing below each represent and warrant that each has the full right and authority to enter into this Lease and to bind the party for whom such person signs to the terms and provisions of this Lease.

Lessor:

Clackamas County Development Agency

By: _____
Jim Bernard, Chair

Lessee:

One Monarch Center, LLC

By: _____
Sam Allen

“WORK SHEET

The following work is to be done on the Premises by _____ at the _____'s expense:

The work shall be commenced promptly by _____, 20____.
In all instances where Lessor is not doing the work on the Premises, Lessee consents to Lessor's posting of a sign, consistent with ORS 87.030, giving notice that Lessor will not be responsible for construction liens under ORS 87.001 to 87.060 and 87.075 to 87.093.

Lessee shall be required on termination of the Lease to remove the alterations and improvements effected by the above work and to restore the premises to the condition that existed before the work was done.

Lessor: _____

Lessee: _____