



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

July 30, 2020

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Amendment No. 4 to the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	This amendment adds \$401,367 for FY 20/21 services. This 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	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division. Additionally, Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding.
Duration	July 1, 2020 – June 30, 2021
Previous Board Action	<ul style="list-style-type: none"> July 25, 2019 – Business Meeting: Approval of Interagency Agreement for FY 2019-2020 February 13, 2020 – Business Meeting: Approval of Amendment 1 to the Interagency Agreement for FY 2019-2020 May 21, 2020 – Business Meeting: Approval of Amendment 2 to the Interagency Agreement between NCPRD and H3S for Service at the Milwaukie Center FY 2019-2020 June 25, 2020-Business Meeting: Approval of Amendment 3 to the interagency Agreement between NCPRD and H3S for Service at the Milwaukie Center FY 2019-2020
Strategic Plan Alignment	This request for approval of Amendment No. 4 to the Interagency Agreement between NCPRD and H3S ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.
County Counsel Review	Reviewed and approved JM 7/9/2020
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	9300, Amendment #4

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD) a division of Business & Community Services, requests approval of an amendment to the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In 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. NCPRD was the sole proposer and was awarded the contract after negotiations.

RECOMMENDATION:

Staff respectfully recommend the Board approve Amendment No. 4 to the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300 and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Amendment No.4 to the Interagency Agreement between NCPRD and H3S-Social Services division.

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

Interagency Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9300

Board Agenda #: 072519-A5, 070920-A

Division: Social Services

Amendment Number: 4

Contractor: North Clackamas Park & Rec. District – Milwaukie Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY20-21. This results in an increase to the contract budget of \$401,367.

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

This Amendment #4, when signed by the North Clackamas Park & Rec. District – Milwaukie Center ("NCPRD-MILWAUKIE") the Health, Housing and Human Services Department, Social Services Division ("H3S-SSD") on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

WHEREAS, the NCPRD-MILWAUKIE and H3S-SSD entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the NCPRD-MILWAUKIE and H3S-SSD desire to amend the in its entirety as of July 1, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the H3S-SSD and NCPRD-MILWAUKIE hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restarted Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse NCPRD-MILWAUKIE for expenses approved in writing by H3S-SSD relating to the project incurred no earlier than ***July 1, 2020*** and not later than ***June 30, 2021***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

III. Compensation and Records

- A. The maximum, not to exceed, compensation H3S-SSD will pay NCPRD-MILWAUKIE for the period of **July 1, 2019** through **June 30, 2020** is \$478,795; for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 6 - Budget and Units of Service - attached hereto.

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-B CARES Act Funds	93.044	\$26,600
Older Americans Act III-C1	93.045	\$27,434
Older Americans Act III-C1 (Families First & CARES Act Funds)	93.045	\$0
Older Americans Act III-C2	93.045	\$81,867
Older Americans Act III-C2 (Families First & CARES Act Funds)	93.045	\$131,363
CSBG Funds for Meal Service	N/A	\$3,600
Meals on Wheels People (MOWP) Raw Food Reimburse.	N/A	\$25,000
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$36,601
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$573
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,177

III. Compensation and Records

- A. Compensation. The maximum, not to exceed, compensation H3S-SSD will pay NCPRD-MILWAUKIE for the period of **July 1, 2020** through **June 30, 2021** is **\$401,367**; for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 6 - Budget and Units of Service - attached hereto.

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-B CARES Act Funds	93.044	<u>\$0</u>
Older Americans Act III-C1	93.045	<u>\$35,447</u>
<u>Older Americans Act III-C2</u>	93.045	<u>\$122,281</u>
Older Americans Act III-C2 (Families First & CARES Act Funds)	<u>93.045</u>	<u>\$60,310</u>
CSBG Funds for Meal Service	N/A	\$3,600
Older Americans Act III-D	93.043	<u>\$480</u>
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	<u>\$33,705</u>

NCPRD - Milwaukie Center
Interagency Agreement #9300, Amendment 4

Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250
STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	<u>\$538</u>
Medicaid Funds: Waivered Non-Medical Transportation	N/A	<u>\$1,142</u>

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

Milwaukee Center
 Fiscal Year 2019-20

Amend:

Federal Award Number CFDA Number Service Category	OAA IIB	OAA IIB	OAA IIB	OAA IIC1	OAA IIC2	OAA IID	OAA IIE	Required	NSIP	Other	Ride Connection		TriMet	MEICAD	LIHEAP	Program	NO. OF	TOTAL	REIMBURSE-			
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	In Dist	STF	TriMet	Funds	Funds	Income	UNITS	COST	MENT RATE			
	16AORT555	CARES Act	16AORT3CM	16AORT3CM	16AORT3CM	16AORT3PH	16AORT3PH	16AORT3FC	16AORNSIP		TriMet	STF	Funds	N/A	N/A							
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	Funds	Funds	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
COVID Grant Award					33,723																	
Case Management (Hrs)	27,098	1,550						3,013												769	31,661	\$37.24
Reassurance (Contacts)	5,661	1,550						628												236	7,829	\$30.56
Information & Assist.	11,829							1,315												648	13,144	\$18.25
Public Outreach	1,000							111												20	1,111	\$50.00
Transportation- OAA	7,799	1,000						867												1,500	11,166	\$5.00
OAA/NSIP Food Service			13,741	41,020	25,338			6,089	36,801											38,400	161,190	\$2.01
OAA Meal Site Mngt.			13,693	40,847	63,802			6,065												58,097	124,407	\$2.04
Site Purchased Meals - Restaurant					6,000			0												750	6,000	\$8.00
OAA Nutrition Supplies					2,500			0													2,500	
CSBG HDV Service								0		3,600										800	3,600	
MOWP-Raw Food Reimbursement										25,000											25,000	
Evidence Based Health & Wellness Programs						715		0												9.5	715	\$75.00
Classes								2,307												160	11,535	\$57.50
Classes								0												125	1,750	\$14.00
Classes								0						573	1,177					4,560	36,186	\$7.90
Classes								0			34,200									1,943	35,059	\$18.04
Classes								0					35,059							N/A	9,194	N/A
Classes								944					8,250							150	3,750	\$25.00
TOTALS	\$63,377	\$26,600	\$27,494	\$81,667	\$131,363	\$715	\$9,228	\$21,341	\$36,801	\$28,600	\$34,200	\$35,059	\$8,250	\$573	\$1,177	\$3,986			\$573	\$1,177	\$43,886	\$54,021

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$478,794

Federal Award Total: \$375,435

TO READ: Exhibit 6 – Budget and Units of Services – Unit Cost Schedule

To Read

Milwaukie Center
 Fiscal Year 2020-21

Federal Award Number	CFDA Number	Service Category	OAA IIB		OAA IIC1		OAA IIC2		OAA IID		OAA IIE		Required Match	NSIP Funds	Other State Funds	Ride Connection			LHEAP Funds	MEDICAID Funds	LHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
			Funds	(1)	Funds	(2)	Funds	(3)	Funds	(4)	Funds	(5)				Funds	(6)	In Dist							
			93,044	93,045	93,045	93,045	93,045	93,045	93,043	93,062	93,053														
			27,988										3,013										728	30,111	\$37.24
			5,651										628										185	6,279	\$30.56
			11,829										1,315										648	13,144	\$18.25
			1,000										111										20	1,111	\$50.00
			7,799										867									1,500	1,500	10,166	\$5.00
													10,344									38,400	53,500	208,174	\$2.98
													6,779										53,500	89,342	\$1.54
													417										1,000	10,167	\$9.75
													0										800	3,600	\$4.50
													0										80		
													0										80		
													0										classes	480	\$60.00
													2,307										160	11,535	\$57.50
													0										125	1,680	\$13.44
													0										4,560	36,186	\$7.50
													0										1,943	36,069	\$18.04
													944										N/A	9,194	N/A
													0										150	3,750	\$25.00
													0										150	3,750	\$25.00
			\$53,377	\$35,447	\$122,281	\$60,310	\$480	\$9,228	\$26,726	\$3,600	\$3,705	\$3,600	\$24,200	\$35,069	\$8,250	\$538	\$1,142	\$3,750	\$3,750	\$3,750	\$43,886		150	\$471,979	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Source of OAA Match - Staff time

Contract Amount: \$401,367
 Federal Award Total: \$223,078

Except as set forth herein, H3S-SSD and NCPRD-MILWAUKIE ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

CLACKAMAS COUNTY	
Commissioner: Jim Bernard, Chair Commissioner: Ken Humberston	Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader
Signing on Behalf of the Board:	Signing on Behalf of the Board:
	Health, Housing & Human Services Dept.
By: _____ Jim Bernard, Chair	_____ Rodney A. Cook, Deputy Director
_____ Date	_____ Date
Approved as to Program Content:	
_____ Marty Hanley, Human Services Supervisor NCPRD – Milwaukie Center	_____ Date



July 23, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Small Grant Project Agreement 12-20-003 between
 North Clackamas Parks and Recreation District (NCPRD) and Oregon Watershed
 Enhancement Board (OWEB) for the
Boardman & Rinearson Headwaters Enhancement Project**

Purpose/ Outcomes	Approval of a Project Agreement between NCPRD and OWEB in partnership with the local North Clackamas Watershed Council (NCWC) for the Boardman & Rinearson Headwaters Enhancement Project.
Dollar Amount and Fiscal Impact	NCWC will administer the grant funds, \$14,996 from OWEB. NCWC, in partnership with NCPRD, will perform enhancement work on NCPRD property. NCPRD Natural Areas Program is committing staff time as match and agree to long-term maintenance of improvements made on NCPRD property.
Funding Source	OWEB Small Grant- \$14,996
Duration	Grant agreement with OWEB expires June 30, 2022
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This grant funding will help protect our natural resource by reducing negative water quality impacts to our watershed. 2. This grant will further support Good Governance by leveraging state funds and local partnerships with the cost savings being transparent in the budget.
County Counsel Review	County Counsel Review Date: June 24, 2020. Counsel Initials: JDM
Previous Board Action	N/A
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Trails and Natural Areas, 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, manages natural areas with a focus on both access for our residents and protection and enhancement of habitat for wildlife. This project will focus on improving riparian and upland habitat within the Rinearson and Boardman Watershed tributaries of the Willamette River in the Jennings Lodge and Gladstone area of Clackamas County. The local Watershed Council NCWC applied for OWEB funds in partnership with NCPRD. NCWC will administer and lead the grant to perform work on NCPRD property. OWEB, NCWC and NCPRD have a mutual interest in controlling invasive plants, replanting natives and improving habitat for Endangered Species Act listed fish species in the lower and upper Willamette River watershed. The Rinearson and

Boardman project will help meet these common goals and improve the health of these watersheds.

RECOMMENDATION:

Staff recommends Board approval of the OWEB Small Project Grant Agreement 12-20-003.

ATTACHMENT:

1. OWEB Small Project Grant Agreement 12-20-003

Respectfully submitted,

Laura Zentner

Laura Zentner, Director Business & Community Services Division

OREGON WATERSHED ENHANCEMENT BOARD SMALL GRANT PROJECT AGREEMENT

Project Name: Boardman & Rinearson Headwaters Enhancement	Grant Number: 12-20-003
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Award Amount: \$14,996	Project Completion Date: June 30, 2022
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Grantee	Project Manager for the Grantee
Organization: North Clackamas Watershed Council	Organization: North Clackamas Watershed Council
Contact: Neil Schulman	Contact: Neil Schulman
Address: 2416 SE Lake Rd.	Address: 2416 SE Lake Rd.
Milwaukie, OR 97222	Milwaukie, OR 97222
Phone: 503-742-4348	Phone: 503-742-4348
Email: neil@ncwatersheds.org	Email: neil@ncwatersheds.org

Payee	Project Manager for the Board
Organization: North Clackamas Watershed Council	OWEB
Contact: Neil Schulman	Kathy Leopold
Address: 2416 SE Lake Rd.	775 Summer St. NE, Ste. 360
Milwaukie, OR 97222	Salem OR 97301-1290
Phone: 503-742-4348	503-986-0187
Email: neil@ncwatersheds.org	kathy.leopold@oregon.gov

This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, hereafter called "Grantee," in consideration of the mutual covenants contained herein. This Agreement consists of this signed document, the attached Exhibit A (Schedule for Release of Funds), and Exhibit B (Insurance Requirements) and the grant application as approved by the Small Grant Team and consistent with the program Grant Agreement authorized by the Board.

A. Authorization

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-035-0010 to 695-035-0080, as such rules may periodically be amended by the Board.

B. Grant Award

The Grantee agrees to perform the project described in the Small Grant application and as specified in this Agreement. The Board will disperse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will only be used for the Project.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this agreement.

C. Term of Agreement

This Agreement will become effective upon signature by all parties. Any changes to the Project must be approved before implementation and approved by all parties according to Section F, Amendments. The Project Completion Report is due within 60 days following grant completion. The Grantee will provide at least 25% non-Board match for the total amount of funding from the Board.

D. Funding Conditions

The Board’s obligation to disburse funds to Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

1. Obtain Necessary Permits and Licenses

- (a) Prior to release of Board funds, submit written evidence that all applicable permits and licenses from local, state, or federal agencies or governing bodies have been obtained or written evidence acceptable to the Board that permits and licenses are not required.

2. Comply With Implementation Conditions

- (a) Submit to the Board’s Project Manager, before release of any Board funds, documentation that non-Board match of at least 25% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(2) and OAR 695-035-0040(8).
- (b) Notify the Board’s Project Manager of any proposed change or modification of the Project prior to implementation of the change or modification.
- (c) Provide written notice to the Board’s Project Manager of any Grantee address changes, Grantee Project Manager changes, or Payee changes.

3. Document and Report Project Completion; Board Approval

- (a) Submit to the Board’s Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit online to the Board’s Project Manager within 60 days after the Project Completion Date a Project Completion Report satisfactory to the Board. The report must be submitted electronically through the Board’s Oregon Grant Management System (“OGMS”), and includes a hard copy of the final Request for Release of Funds.
- (c) Upon receipt of a Project Completion Report and the final Request for Release of Funds, the Board’s designee has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. If there are any unresolved issues 90 days after receipt of the Project Completion Report and the final Request for Release of Funds, then the grant will be marked

“outstanding.” New grant agreements will not be released if Grantee has any outstanding reports.

E. Records Maintenance and Access

1. Access to Records and Facilities

The Board, the Secretary of State’s Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State’s Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State’s Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.

2. Retention of Records

Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.

3. Expenditure Records

Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

F. Amendments; Changes in Project Approved by Board

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. **No time extensions, reinstatements or award amendments will be allowed.**
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board’s Project Manager or, if required by this Agreement, the Board’s Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board’s Project Manager.

G. Assignment

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

H. Permission Required to Access Private Property; Access to Project Sites

In carrying out this Agreement, Grantee will not access any private property without first obtaining written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining written consent from the landowner of the private property.

Upon Board request, Grantee will seek the landowner’s permission for mutually convenient access to the project site by Board members and their representatives for the purposes of evaluating Project implementation, completion, post-implementation status or effectiveness.

I. Public Domain Information

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.311 to 192.478.

J. Post-Implementation Maintenance and Post-Implementation Reports

Projects funded by the Board are intended to provide long-term benefits to the watershed. The Landowner shall provide necessary and normal maintenance to sustain the value of the project once it is completed.

Two years following project completion, Grantee will be required to submit a Year-Two Status report with color photos to the Board’s Project Manager and Small Grant Team Contact using the report form found on the OWEB Small Grant Program webpage.

Reports are not considered complete until Grantee has responded to the Board’s concerns and questions in a manner satisfactory to the Board’s Project Manager. “Board approval” means the report has been approved by the Board’s Project Manager or delegate. A report will show as “outstanding” (i.e., overdue and not approved) on OGMS until the report has been approved by the Board. New Grant Agreements will not be released to Grantee if Grantee has any outstanding reports.

K. Termination of Grant Agreement

1. This Agreement may be terminated:
 - (a) At any time by mutual written consent of all parties;
 - (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
 - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
 - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section P, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and expenses incurred before termination under this Agreement.

L. Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

M. Grantee Authority

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

N. Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

O. Designation of Forum

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

P. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier termination of this Agreement or grant completion must be returned to the Board not later than 15 days after the Board's written demand.

Q. Counterparts

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

R. Insurance

1. In addition to any insurance specified in Exhibit B, Grantee shall carry the insurance types and amounts described below and will continue this coverage through Project completion. In addition, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring contracts carry the minimum insurance types and amounts described below. The minimum insurance requirements do not apply to contractors not engaged in these types of activities facilitation, data analysis, web design, etc.. Contractor insurance requirements do not apply to landowners with whom the Grantee is contracting to perform work on the landowner's property.


Insurance Type	Minimum Amount
General liability	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
Auto liability	\$1,000,000 combined single limit

2. If requested by the Board, Grantee shall provide to the Board Certificate(s) of Insurance for all required insurance. As proof of insurance the Board has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
3. Grantee or the insurer must provide at least 30 days' written notice to the Board before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED:

FOR THE GRANTEE:



Grantee

6/17/2020

Date

FOR THE LANDOWNER:

Landowner

Date

FOR THE SMALL GRANT TEAM:

Small Grant Team


Date

FOR THE BOARD:

OWEB Grant Program Manager

Date

FOR THE PAYEE:



Payee

6/17/20

Date

EXHIBIT A
SCHEDULE FOR RELEASE OF FUNDS

All fund requests shall comply with the Board's Billing Instructions and Budget Categories Definitions and Policies, (see OWEB's website <https://www.oregon.gov/OWEB/>). Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. The Board will not reimburse the Grantee for any expenditure incurred prior to the award date of the grant agreement except for fees charged by an affected city or county for processing the required Land Use Information Sheet. Payment requests will be processed after approval by the Board's Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

Funds may also be released in advance on the basis of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document OWEB funds previously advanced for this grant within 120 days of the date of the payment. Also, an expense tracking spreadsheet for all OWEB expenses shall be submitted. Failure to comply may delay new grants from being issued, and other grant payment requests and amendments.

Each Small Grant award will be disbursed in no more than two payments, using the Small Grant Request for Release of Funds form signed by the project's payee. OWEB will not pay for activities that were not covered under the project grant agreement or did not receive prior approval from the Board's Project Manager per OAR 695-035-0030(5).

Project Budget

(Amounts should be rounded to the nearest dollar)

Expense Category	Amount
Salaries, Wages and Benefits	\$1,387
Contracted Services	\$11,156
Materials and Supplies	\$0
Travel	\$23
Other	\$0
Subtotal	\$12,566
Indirect Costs	\$1,230
Post-Grant	\$1,200
Grant Total	\$14,996

The final 10% of the grant (\$1,499) will not be released for payment until the Board's approval of the Project Completion Report including all grant expense documentation.
OAR 695-005-0060(7).

Project Completion Date: June 30, 2022

EXHIBIT B INSURANCE REQUIREMENTS

Section R of this Agreement specifies the base insurance requirements. The Board considers some projects and project activities to have an increased risk to the organization, organization’s employees, volunteers, and the community and may require additional insurance. If required for the Project under this Agreement, the additional insurances types required, the amount, and who will carry the insurance are set forth below.

- The work related to this Project **will not** require additional insurance beyond base Agreement requirements.
- The work related to this Project **will** require additional insurance beyond base Agreement requirements.

If Grantee is completing the technical work, they shall carry the insurance types and amounts described below and will continue this coverage through Project completion. If Grantee is contracting out the technical work, they will only be required to meet the minimum OWEB insurance requirements of **Section R** of this Agreement. Additionally, the Grantee shall require that all contractors or consultants hired for construction, restoration, technical design, assessment or monitoring activities carry the minimum insurance types and amounts described below.

Insurance Type	Coverage Amount	Organization carrying insurance