

COPY

August 15, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Northwest Family Services and the
Community Development Division for
ESG Funding for the Casa Esperanza Homeless Shelter

Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$13,500 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG funds
Duration	July 1, 2019 to June 30, 2020
Previous Board Action/ Review	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$13,500 of ESG funds to be available for the CWS Homeless Shelter for survivors of domestic violence.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Sub-recipient agreement was reviewed and approved by County Counsel on July 30, 2019.
Contact Person	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
Contract No.	H3S 9422

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the Casa Esperanza Homeless Shelter in Clackamas County, OR. In December of 2016 Los Ninos Cuentan applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. Los Ninos Cuentan has now merged with Northwest Family Services and still operates a homeless shelter. Los Ninos/Northwest Family Services was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

PROJECT OVERVIEW: The Northwest Family Services Casa Esperanza Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

It is expected that the funding under this ESG contract will assist approximately 20 survivors of domestic and sexual violence with shelter services during the program year.

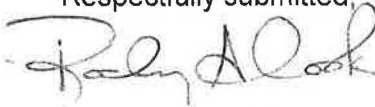
Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION: We recommend the approval of this Sub-recipient Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Kelly A. Cook, deputy director / FOR

Richard Swift, Director
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-015**

Project Name: *ESG Title IV-B*
Project Number: *To Be Assigned*

This Agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Community Development Division ("COUNTY") and Clackamas Women's Services ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Mark Sirois</i>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5429 larrycru@co.clackamas.or.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5664 marksir@clackamas.us

Subrecipient Data

Fiscal Representative: <i>Carla Batcheller</i>	Program Representative: <i>Angie Drake</i>
256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-654-2807 angied@cwsor.org

DUNS: 959059759

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for eligible operating and maintenance expenditures for the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the 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 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by HUD, 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 the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount that COUNTY will pay is **\$40,000.00**. 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. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
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 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,

- c. Written notice provided by COUNTY that HUD has determined that ESG funds are no longer available for the purposes outlined in this Agreement.

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

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. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
10. **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) **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) **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. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Budget.** SUBRECIPIENT 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.** Indirect cost recovery is statutorily unavailable on this award.
- 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.
- k) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY 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.
- m) **Specific Conditions.** None.
- n) **Grantor Recognition.** SUBRECIPIENT shall insure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- o) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- p) **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 D & 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.
- q) **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 <http://www.sam.gov>.

- r) **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 Executive Orders 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.
- s) **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) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- t) **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, the 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.
- u) **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 200.331. 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.
- COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
 3. Service and assistance provided;
 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- w) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- x) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for ESG, 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.
- y) **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 the original grant and 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.
- z) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503

and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "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 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.

- b) **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.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **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.
- g) **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.
- h) **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.

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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.

- 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 commissioners, 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:
 - 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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned,

hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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) **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, commissioners, officers, and employees" as an additional insured.
- 5) **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.
- 6) **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.
- 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. 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.
- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 9) **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.
- d) **Subagreements.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

14. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR part 200 apply to SUBRECIPIENT; program income is to be used as the nonfederal share under 2 CFR 200.307(e). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
 - a. Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
 - b. SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY'S (or SUBRECIPIENT'S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

15. Civil Rights

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

- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

16. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by COUNTY, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
 - i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreement or other disability exist which would prevent compliance with these requirements.
 - ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
 - iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan

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

- iv. **SUBRECIPIENT** certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
 - v. **Notifications.** **SUBRECIPIENT** agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - vi. **Subcontracts.** **SUBRECIPIENT** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. **SUBRECIPIENT** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
18. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party

Clackamas Women's Services 20-015

Subrecipient Grant Agreement - ESG

Page 15 of 33

beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

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

Signing on Behalf of the Board,

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

By: 
Melissa Erlbaum, Executive Director

By: _____
Recording Secretary

Dated: 7-30-19

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

-
- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
 - Exhibit A.1 SUBRECIPIENT Scope of Work
 - Exhibit B: SUBRECIPIENT Program Budget
 - Exhibit C: Lobbying Certificate
 - Exhibit D: Required Financial Reporting and Reimbursement Request
 - Exhibit E: Subrecipient Performance Reporting
 - Exhibit F: Required Certifications
 - Exhibit G: Final Financial Report

 - Attachment A: Excerpt from 24 CFR Part 85
 - Attachment B: ESG Policies

August 15, 2019

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with Clackamas Women's Services and the
Community Development Division for
ESG Funding for the CWS Homeless Shelter

Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$40,000 as a grant. No County General Funds are included in this Agreement
Funding Source	U.S. Department of Housing and Urban Development ESG funds
Duration	July 1, 2019 to June 30, 2020
Previous Board Action/ Review	May 2, 2019 approval of the 2019 One-Year Action Plan which included a funding recommendation of \$40,000 of ESG funds to be available for the CWS Homeless Shelter for survivors of domestic violence.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Sub-recipient agreement was reviewed and approved by County Counsel on July 25, 2019.
Contact Person	Mark Sirois, Project Coordinator - Community Development: 503-655-8359
Contract No.	H3S 9421

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the CWS Homeless Shelter in Clackamas County, OR. In December of 2016 Clackamas Women's Services (CWS) applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. CWS was awarded 3 years of funding for FY 2017, FY 2018 and FY 2019. Each year a new sub-recipient agreement is signed.

PROJECT OVERVIEW: The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION: We recommend the approval of this Sub-recipient Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Handwritten signature of Kelly A. Cook in cursive script, followed by the text "reputy Director FOR".

Richard Swift, Director
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-015**

Project Name: **ESG Title IV-B**
Project Number: **To Be Assigned**

This Agreement is between **Clackamas County**, Oregon, acting by and through its **Health, Housing and Human Services Department, Community Development Division** ("COUNTY") and **Clackamas Women's Services** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Larry Crumbaker	Program Manager: Mark Sirois
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 Phone 503-742-5429 larrycru@co.clackamas.or.us	Clackamas County – Community Development 2051 Kaen Road, Suite 245 Oregon City, OR 97045 Phone 503-650-5664 marksir@clackamas.us

Subrecipient Data

Fiscal Representative: Carla Batcheller	Program Representative: Angie Drake
256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-655-8600 Email: carlab@cwsor.org	256 Warner Milne Rd Oregon City, OR 97045 Phone: 503-654-2807 angied@cwsor.org

DUNS: 959059759

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for eligible operating and maintenance expenditures for the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS"). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the 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 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E19-UC-41-0001 (Federal award date: 7/15/19) that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations (CFR), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements required by HUD, 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 the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E19-UC-41-0001). The maximum, not to exceed, grant amount that COUNTY will pay is \$40,000.00. 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. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
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 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement; or,
 - b. Mutual agreement by COUNTY and SUBRECIPIENT; or,

- c. Written notice provided by COUNTY that HUD has determined that ESG funds are no longer available for the purposes outlined in this Agreement.

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

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. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
10. **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) **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) **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. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Budget.** SUBRECIPIENT 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.** Indirect cost recovery is statutorily unavailable on this award.
- 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.
- k) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY 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.
- m) **Specific Conditions.** None.
- n) **Grantor Recognition.** SUBRECIPIENT shall insure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- o) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- p) **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 D & 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.
- q) **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 <http://www.sam.gov>.

- r) **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 Executive Orders 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.
- s) **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) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- t) **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, the 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.
- u) **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 200.331. 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.
- COUNTY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- v) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
 3. Service and assistance provided;
 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.
- w) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- x) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for ESG, 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.
- y) **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 the original grant and 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.
- z) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.80 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503

and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "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 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 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.

- b) **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.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **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.
- g) **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.
- h) **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.

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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.

- 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 commissioners, 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:
 - 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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned,

hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of 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) **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, commissioners, officers, and employees" as an additional insured.
 - 5) **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.
 - 6) **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.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. 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.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **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.
- d) **Subagreements.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement.
 - e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

14. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR part 200 apply to SUBRECIPIENT; program income is to be used as the nonfederal share under 2 CFR 200.307(e). These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
 - a. Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
 - b. SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.
- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY'S (or SUBRECIPIENT'S, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

15. Civil Rights

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

- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

16. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by COUNTY, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

17. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- c) **Job Training and Employment for Low-income Residents -Section 3**
 - i. **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreement or other disability exist which would prevent compliance with these requirements.
 - ii. SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
 - iii. SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan

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

- iv. SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
 - v. **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - vi. **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
18. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 19. **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.
 20. **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.
 21. **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.
 22. **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.
 23. **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.
 24. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party

Clackamas Women's Services 20-015
Subrecipient Grant Agreement - ESG
Page 15 of 33

beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY

CLACKAMAS WOMEN'S SERVICES

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

Signing on Behalf of the Board,

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

By: 
Melissa Fribbaum, Executive Director

By: _____
Recording Secretary

Dated: 7.30.19

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: Excerpt from 24 CFR Part 85
- Attachment B: ESG Policies

August 15, 2019

COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 of the Grant Agreement with Northwest Family Services for
Culturally Specific Domestic Violence Shelter and Services

Purpose/Outcome	Adds funds to expand services to Latina survivors of domestic violence and their children. Services include emergency shelter, support groups, and information and referral services.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$30,250 for a maximum value of \$130,250. No match required
Funding Source	County General Funds
Duration	Effective upon signature by all parties
Previous Board Action/Review	060619-A11
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	Date of counsel review: May 13, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9267

BACKGROUND:

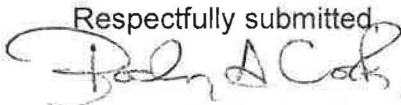
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment 1 of the Grant Agreement with Northwest Family Services to expand access to safe shelter and supportive services (support groups, information and referral, safety planning and assessment, housing assistance and referrals) for 35 Latina survivors of domestic violence and their children.

This amendment adds \$30,250 and revises the maximum value to \$130,250. It becomes effective upon signature by all parties and terminates June 30, 2020.

RECOMMENDATION:

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

Respectfully submitted,

 Deputy Director / FOR

Richard Swift, Director
Health, Housing & Human Services

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Local Recipient Amendment (FY 19-20)
Health, Housing and Human Services

Recipient Agreement Number: 9267	Board Order Number: 060619-A11
Department/Division: CFCC	Amendment No. 1
Recipient: Northwest Family Services	Amendment Requested By: CFCC
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This agreement funds culturally-specific emergency shelter and support services for victims of domestic violence in Clackamas County.

Amendment 1 adds to the maximum compensation with corresponding expansion of scope and activities of the project.

Maximum compensation is increased by \$30,250 to a revised value of \$130,250. This amendment is effective upon signature and continues through June 30, 2020.

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

AMEND:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$100,000.

TO READ:

- 4. Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$130,250***.

AMEND

EXHIBIT A-1: SCOPE OF WORK

Outputs:

- 27 households will receive shelter
- 17 participants will take part in regular support groups

TO READ:

Outputs:

- 35 households will receive shelter
- 30 participants will take part in regular support groups

REPLACE:

Exhibit B: Subrecipient Budget

EXHIBIT B: SUBRECIPIENT BUDGET			
Organization: Northwest Family Services			
Funded Program Name: Culturally-Specific Domestic Violence Shelter and Services			
Program Contact: Rose Fuller/Jackie Vargas			
Agreement Term: July 1, 2019 - June 30, 2020			
Approved Award Budget Categories	Approved Award Amount	Approved Match Amount	
Personnel (List salary, FTE & Fringe costs for each position):			
Program Manager (1.0 FTE @ \$45,760 for 12 months)	\$ 45,760.00	No match is required on this award	
Advocate (1.0 FTE @ 60 FTE @ \$35,360 for 12 months)	\$ 21,216.00		
Supervisor (1.0 FTE @ 67,560 for 12 months)	\$ 6,756.00		
Taxes and Benefits (.24 FTE)	\$ 17,600.00		
Total Personnel Services	\$ 90,912.00		
Administration			
Administration (10%)	\$ 9,068.00		
Supplies			
Office/Client Supplies			
Utilities			
Utilities/Maintenance			
Phone/Internet			
Travel			
Training			
Travel/Mileage (.545 X 1500)			
Additional (please specify)			
Client assistance			
Child care expenses			
Total Programmatic Costs	\$ 9,068.00		
Total Grant Costs	\$ 100,000.00		

WITH:

EXHIBIT B: SUBRECIPIENT BUDGET A-1			
Organization: Northwest Family Services			
Funded Program Name: Culturally-Specific Domestic Violence Shelter and Services			
Program Contact: Rose Fuhr/Jackie Vargas			
Agreement Term: July 1 2019 - June 30 2020			
Approved Award Budget Categories	Approved Award Amount	A-1	Total Award
Personnel (List salary, FTE & Fringe costs for each position)			
Program Manager (1.0 FTE @ \$45,780 for 12 months)	\$ 45,780.00		\$ 45,780.00
Advocate 1.0 FTE (.60 FTE @ \$35,360 for 12 months)	\$ 21,216.00	\$ 4,144.00	\$ 15,072.00
Advocate 2.0 FTE (2.0 FTE @ \$35,360 for 12 mo)		\$ 7,072.00	\$ 7,072.00
Supervisor (1.0 FTE @ \$7,560 for 12 months)	\$ 7,560.00		\$ 6,750.00
Taxes and Benefits (24 FTE)	\$ 17,600.00	\$ 5,992.00	\$ 22,592.00
Total Personnel Services	\$ 92,156.00	\$ 28,308.00	\$ 117,248.00
Administration			
Administration (10%)	\$ 8,088.00	\$ 2,782.00	\$ 11,850.00
Total Administration	\$ 8,088.00	\$ 2,782.00	\$ 11,850.00
Expenses			
Office/Client Supplies			
Utilities			
Utilities/Maintenance		\$ 1,100.00	\$ 1,100.00
Phone/Internet			
Travel			
Training			
Travel/Mileage (545 X 1500)			
Additional (please specify)			
Client assistance			
Child care expenses			
Total Programmatic Costs	\$ -	\$ 1,100.00	\$ 1,100.00
Total Grant Costs	\$ 100,244.00	\$ 32,290.00	\$ 132,534.00

WITH:

Exhibit D-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Contractor: Northwest Family Services Contract #: 9267 A-1 Address: 8200 SE King Street Report Period: _____ Portland OR 97222 Contact Person: Rose Fuller/Jackie Vargas Phone Number: 503-546-6377 E-mail: _____				
Budget Category	Budget	Current Draw	Previously	Balance
Personnel				
Program Manager (1.0 FTE @ \$45,360 for 12 mo)	\$ 45,360.00	\$ -	\$ -	\$ 45,360.00
Advocate (1.0 FTE @ \$35,360 for 12 mo)	\$ 35,360.00	\$ -	\$ -	\$ 35,360.00
Advocate (2 FTE @ 35,360 for 12 mo)	\$ 7,072.00	\$ -	\$ -	\$ 7,072.00
Supervision (10 FTE @ \$67,560 for 12 mo)	\$ 6,756.00	\$ -	\$ -	\$ 6,756.00
Taxes and benefits (24 FTE)	\$ 22,692.00	\$ -	\$ -	\$ 22,692.00
Total Personnel	\$ 117,240.00	\$ -	\$ -	\$ 117,240.00
Administration				
Administration (10%)	\$ 11,850.00	\$ -	\$ -	\$ 11,850.00
Supplies				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
Utilities				
Utilities/Maintenance	\$ 1,160.00	\$ -	\$ -	\$ 1,160.00
Phone/Internet	\$ -	\$ -	\$ -	\$ -
Travel				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
Additional (please specify)				
Client Assistance	\$ -	\$ -	\$ -	\$ -
Child care expense	\$ -	\$ -	\$ -	\$ -
Total Program	\$ 13,010.00	\$ -	\$ -	\$ 13,010.00
Total Budget	\$ 130,250.00	\$ -	\$ -	\$ 130,250.00

Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION
 By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

Signature _____
 Title _____
 Date _____

Department Review

Program Manager: _____
 Department: Children, Family & Community Connections
 Signature _____ Date _____

REPLACE:

Children, Family and Community Connections
 Exhibit A-3: FY 19-20 Work Plan Report
 Activity: Culturally-Specific DV Shelter and Services

Provider: Northwest Family Services
 Contract: 9267-19-20-Campus Only
 Contract Period: July 1, 2019 - June 30, 2020

End of lines will be completed by CYT

Activities/Outputs	Intermediate Outcome/Measurement Tool	Jul-Aug 2019	Oct-Dec 2019	Jan-Mar 2020	Apr-Jun 2020	Total		
SHELTER								
<p>By June 30, 2020, NWTSS will provide emergency shelter to a maximum of 27 unduplicated culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.</p>	<p>27 culturally-specific households will be sheltered.</p>	<p>= unduplicated adult clients to date</p> <p>= unduplicated children to date</p> <p>= total adult clients receiving shelter</p> <p>= total child clients receiving shelter</p> <p>= total households entering shelter</p> <p>= households turned away for shelter due to capacity</p> <p>Average length of stay in # of nights</p> <p>Longest length of stay in # of nights</p> <p>= total shelter nights</p>						
	<p>85% (23) of eligible shelter participants will be assisted to obtain or maintain TANF, SSI, SNAP, OHP, or other public benefits and/or employment, child care, spousal support, etc.</p>	<p>= # of eligible participants</p> <p>= eligible participants requesting assistance in obtaining resources</p> <p>= participants obtaining resources</p> <p>= participants assisted by program in obtaining resources</p>						
	<p>85% (23) of shelter participants will exit into safe and stable housing.</p>	<p>= households within shelter</p> <p>= of households exiting to safe and stable housing</p> <p>% of households exiting to safe and stable housing</p>						
	<p>85% (23) of shelter participants will report that, as a result of working with NWTSS, they have a safety plan and know of new options on how to stay safe.</p>	<p>= households asking shelter who report having a safety plan and have new options to stay safe</p> <p>= households asking shelter who report having a safety plan and have new options to stay safe</p>						
	SHELTER SUPPORT GROUP							
	<p>By June 30, 2020, 15 shelter residents will participate in a weekly support group.</p>	<p>85% (13) of support group participants will report they know more about domestic violence and available resources and how to access them.</p>	<p>= unduplicated participants served</p> <p>= change in group participants' understanding of domestic violence</p> <p>% of group participants that report an increased understanding of domestic violence</p> <p>% of group participants that report an increased understanding of the effects of domestic violence on children</p> <p>% of group participants that report an increased understanding of the effects of domestic violence on children</p>					
		STAFFING						
		<p>All full shelter advocates will complete 40-hour Advocacy Training.</p>	<p>100% of full shelter advocates will be completing the 40-hour Advocacy Training within two weeks of hire date to be considered Certified Confidential Advocates by the State of Oregon.</p>	<p>= full shelter advocates</p> <p>= full shelter advocates completing 40-hour training within two weeks of hire date</p>				

Northwest Family Services
Agreement 9267 – Amendment # 1
Page 7 of 8

WITH:

Children, Youth & Families Division
 Exhibit A-2: FY 19-20 Work Plan Report
 Agency: Community-Specific DV Shelter and Services

Provider: Northwest Family Services - Casa Illegua
 Contact: Rose Peiter
 Contract Period: July 1, 2019 - June 30, 2020

AMENDMENT 1
 Shaded lines will be completed by CYP

Activities/Outputs	Intermediate Outcomes/Measurements/Tools	July-Aug 2019	Oct-Nov 2019	Jan-Mar 2020	Apr-June 2020	Total	
SHELTER							
By June 30, 2020, NWFS will provide emergency shelter to a minimum of 35 unplaced culturally-specific adult victims (head of household-specific) of domestic violence, sexual assault, and stalking.	35 culturally-specific households households will be sheltered	# unplaced adult clients to date					
		# unplaced children to date					
		# individual adults receiving shelter					
		# individual children receiving shelter					
		# new households entering shelter					
		# households turned away for shelter due to capacity					
		Average length of stay in # of nights					
		Longest length of stay in # of nights					
		# total nights in shelter					
		# of eligible participants					
85% (29) of eligible shelter participants will be assisted to obtain or maintain TANF, SSI, SNAP, OIP, or other public benefits and/or employment, child care, spousal support, etc.	# eligible participants reporting assistance in obtaining resources						
	# participants obtaining resources						
	95 participants assisted by program in obtaining resources						
85% (29) of shelter participants will exit into safe and stable housing	# households exiting shelter						
	# of households exiting to safe and stable housing						
	94 of households exiting to safe and stable housing						
85% (32) of shelter participants will report that, as a result of working with NWFS, they have a safety plan and know of new options on how to stay safe	# households exiting shelter who report having a safety plan and have new options to stay safe						
	94 households exiting shelter who report having a safety plan and have new options to stay safe						
SHELTER SUPPORT GROUP							
By June 30, 2020, 30 shelter residents will participate in weekly support group	85% (25) of support group participants will report they know more about domestic violence and available resources and how to access them	# of unplaced participants to date					
		% of support group participants responding to survey					
		# of group participants that report an increased understanding of domestic violence					
		% of group participants that report an increased understanding of domestic violence					
		# of group participants that report an increased understanding of the effects of domestic violence on children					
	% of group participants that report an increased understanding of the effects of domestic violence on children						
STAFFING							
All paid shelter advocates will complete 40-hour Advocacy Training.	100% of paid shelter advocates will complete the 40-hour Advocacy Training within two weeks of hire date to be considered Certified Confidential Advocates by the State of Oregon	# of new hires					
		# of new advocates completing 40-hour training within two weeks of hire date					

August 15, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Contract between Clackamas County and
Ankrom Moisan Associated Architect, Inc. for the
Sandy Health Clinic Project

Purpose/ Outcome	Contract with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy. The address is 39831 Highway 26, Sandy, Oregon 97055.
Dollar Amount and Fiscal Impact	\$190,700 dollars. No County General Funds will be used for this project.
Funding Source	Health Centers - Fund Balance
Duration	August 2019 through July 2020.
Previous Board Action/ Review	The BCC approved the Purchase and Sales Agreement for the new clinic at the April 16, 2019 business meeting.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	County Counsel has reviewed and approved this document on August 5, 2019
Contact Person(s)	Steve Kelly – Community Development Division: Ext. 5665 Chuck Robbins – Community Development Division: Ext. 5666 Deborah Cockrell – Health Clinics: Ext. 5495
Contract No.	H3S 9429

BACKGROUND:

The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Professional Services Contract with Ankrom Moisan for the redevelopment of a 6,700 square foot, vacant building located at 39831 Highway 26, Sandy, Oregon. The building will to be used as a Primary Care and Behavioral Health Clinic.

The Sandy Behavioral Health Clinic is currently operating out of rental space located at 38872 Proctor Blvd., Sandy, Oregon. The facility is overcapacity, has limited patient parking, is not ADA accessible, and does not have a fire suppression system. The existing facility is 2-stories and approximately 6,300 square feet in size. Half of the bottom floor is used by the Women, Infants and Children program. With no ADA access to the 2nd floor only about 1/3 of the space is used. The clinic is operating on a year-to-year lease. As the building ages, additional maintenance issues arise.

The new facility will allow an expansion of medical exam rooms, the addition of dental operatories, and offer an integrated care model with behavioral health, primary care, and dental co-located. The Board of County Commissioners approved the purchase of this building at the April 16, 2019 business meeting. Closing on the property will occur no later than August 25, 2019.

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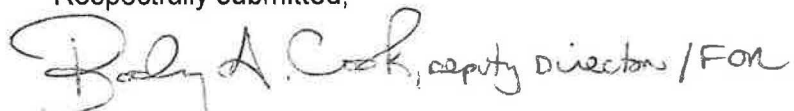
www.clackamas.us

Ankrom Moisan was selected through a competitive RFP process. Their services include: redesign of the existing structure, contract administration, project management, and construction oversight.

RECOMMENDATION:

We recommend the approval of this Contract with Ankrom Moisan and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary A. Cook, deputy director / FOR". The signature is written in black ink and is positioned above the typed name of the signatory.

Richard Swift, Director
Health, Housing and Human Services



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

COPY

This Personal/Professional Services Contract (this "Contract") dated as of **August ,2019** is entered into by and between **Ankrom Moisan Associated Architect, Inc.**, an Oregon corporation ("Architect"), and **Clackamas County, through its Department of Health, Housing and Human Services**, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature and date of both parties. Unless earlier terminated or extended, this Contract shall expire on September 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of an Architect warranty; or (b) any default or defect in Architect performance that has not been cured.

2. Scope of Work. Architect will provide the following personal/professional services: Consulting Services for design and construction of improvements to the Sandy Health Clinic located at 39831 Highway 26, Sandy, Oregon 97055 ("Work"), further described in **Exhibits A: Terms and Conditions of Agreement and D: Architect's Proposal.**

3. Consideration. The County agrees to pay Architect, from available and authorized funds, a sum not to exceed **\$190,700.00**, for accomplishing the Work required by this Contract. If any interim payments to Architect are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Architect Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, **Exhibits A: Terms and Conditions of Agreement, B: Insurance, C: Architect Certification Statement and D: Architect's Proposal.**

6. Architect Data.

Address: 38 NW Davis Street, Suite 300

Architect Contract Administrator: Lori Kellow, AIA Principal

Phone No.: 503-977-5222

Email: lorik@ankrommoisan.com for Notices under Article II Section 12 also send to riskmanagement@ankrommoisan.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Architect to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Architect shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect generally accepted accounting principles for costs claimed to have been incurred and anticipated to be incurred in the performance of this Contract for this Work. County and their duly authorized representatives shall have access to the books, documents, papers, and records (“Accounting Records”) of Architect which are directly pertinent to this Contract for this Work for the purpose of making audit, examination, excerpts, and transcripts with reasonable prior written notice to Architect during normal business hours at the office where Architect maintains said Accounting Records and County shall defray the cost of copies and review of said Accounting Records. Such Accounting Records shall be maintained by Architect 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.** Architect shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Architect specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Architect 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 applicable regulations and administrative rules established pursuant to those laws. Architect further agrees to make payments to its consultants supplying to such Architect, labor or materials for the prosecution of the Work provided in this Contract within thirty (30) days of receiving payment from the County for that consultants services; pay applicable contributions or amounts due the Industrial Accident Funds from such Architect 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 applicable sums withheld from employees pursuant to ORS 316.167. If Architect fails or refuses to make applicable payments required, if 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 Architect or Architect’s surety from obligation with respect to unpaid claims. Architect shall promptly pay, if applicable any person or entity that furnishes medical care to Architect’s employees those sums which Architect agreed to pay for such services and all money Architect 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 Architect 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 AND HAZARDOUS MATERIAL.** Architect shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Architect shall promptly provide Material Safety Data Sheets for the products subject to this provision.

Unless otherwise required in this Contract, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Architect 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 negligent act, omission, or neglect of Architect, its subcontractors, or employees. The Architect agrees to indemnify and hold harmless the County, its officers, elected officials, and employees from and against all claims and actions, and all reasonable expenses incidental to the investigation thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Architect or the Architect's employees, or subcontractors, only to the extent of Architect's proportional share of negligence arising out of Architects or its subcontractors performance of the Work not in accordance with the Standard of Care defined in Article II Section 14.

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 Architect's performance. Architect is responsible for determining the appropriate means and manner of performing the Work. Architect is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Architect will be solely responsible for payment of any applicable Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Architect to any benefits generally granted to 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 benefits; and (C) If the Architect has the assistance of other persons in the performance of this Contract, and the Architect is a subject employer, the Architect shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see **Exhibit C**)

At present, the Architect certifies that it is not a program, County or Federal employee. The Architect is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Architect shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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.
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, email, or mailing the same, postage prepaid, to the County at: Clackamas County Clackamas County Community Development Division, 2051 Kaen Road, Suite 245, Oregon City, OR 97045, or stevekel@co.clackamas.or.us or to Architect or at the address or number set forth in Article I Section 6 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 communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. Instruments of Service which are further defined in this Section as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's subconsultant's under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, reports, work product and other instruments of the Services prepared by and on behalf of Architect pursuant to this Agreement. Architect and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law statutory and other reserved rights including copyrights. Notwithstanding the foregoing, County shall gain an ownership interest in the Instruments of Service and have an irrevocable non-exclusive license to use the Instruments of Service for the purposes of constructing or using, maintaining, altering and adding to the Work or Project, provided that County substantially performs its obligations under this Agreement, including prompt payment of all sums due Architect under the terms of this Agreement. Architect shall obtain similar nonexclusive licenses from Architect's subconsultants consistent with this Agreement. The nonexclusive license granted under this section permits the County to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to this Agreement. County agrees that the Instruments of Service are for use with respect to the Project only and shall not be used by County for any other purpose without the prior written consent of Architect. Except to the extent of Architect's negligence in the design, if any, County agrees to indemnify, defend and hold Architect harmless from any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, resulting from County's or County's Agents and third parties unauthorized use of the Instruments of Service. The foregoing notwithstanding, assuming County has paid Architect in full for the Scope of Services performed, and subject to Section 4 herein, Architect grants and conveys to County an ownership interest and a nonexclusive license to in the Instruments of Service, which shall be delivered to County upon written request.

If County should use or allow the use of the Instruments of Service on this or on another project without Architect's prior written consent, then County shall assume all risks attendant in such use. Architect may at all times retain possession of any and all Instruments of Service fixed in any electronic medium, and copies of said Instruments of Service provided to County.

- 14. REPRESENTATIONS AND WARRANTIES.** Parties represent and warrant to that (A) each has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Architect and the County enforceable in accordance with its terms; (C) the Work under this Contract shall be performed by Architect in accordance with the same professional skill, care, diligence and standards as other professionals performing the same or similar services under similar conditions in the same or similar locations (“Standard of Care”); and (D) Architect shall at all times during the term of this Contract, be qualified, professionally 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, if any.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 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.** Architect 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, which will not be unreasonably withheld or delayed. In addition to any provisions the County may require, Architect shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Architect. County’s consent to any subcontract shall not relieve Architect 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.** Architect must, throughout the duration of this Contract and any extensions, comply with applicable 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 breach of this Contract that Architect will be given a reasonable notice and opportunity to cure. Further, any violation of Architect’s warranty in this Contract that Architect has complied with the applicable 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 applicable 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 Architect, 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 reasonable damages suffered as the result of Architect’s uncured material breach of this Contract, only to the extent of Architect’s fees or the applicable tax about not paid. 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 Architect represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Architect has faithfully complied with: (A) All applicable tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters

316, 317, and 318; (B) Any applicable tax provisions imposed by a political subdivision of this state that applied to Architect, to Architect's property, operations, receipts, or income, or to Architect's performance of or compensation for any Work performed by Architect; (C) Any applicable tax provisions imposed by a political subdivision of this state that applied to Architect, or to goods, services, or property, whether tangible or intangible, provided by Architect; and (D) Any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon ten (10) days' written notice to the Architect; (B) County may terminate this Contract effective upon delivery of notice to Architect, or at such later date as may be established by the County, if (i) applicable federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any applicable license or certificate required by law or regulation to be held by the Architect to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including material breach of Contract) if (i) Architect fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Architect 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 (D) 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 Architect not less than ten (10) days' notice.

If County fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Contract. If the County fails to perform its County responsibilities as required by this Contract, Architect may also elect to suspend services. If Architect elects to suspend services, Architect shall give seven (7) days' written notice to the County before suspending services. In the event of a suspension of services, Architect shall have no liability to the County for delay or damage caused the County because of such suspension of services. Before resuming services, County shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Architect's election not to suspend services under this provision does not waive the Architect's rights, remedies, claims or defenses.

Either party may terminate this **Contract** upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this **Contract** through no fault of the party initiating the termination.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Architect's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed, less previous amounts paid. If previous amounts paid to Architect exceed the amount due to Architect under Section 21(A), unless the parties have amended this Contract to permit and authorize said payments, Architect shall pay any such 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 Architect 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, Architect shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Architect shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been paid for by the County Upon County's written request, Architect shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work that have been paid for by the County.

- 22. NO THIRD-PARTY BENEFICIARIES.** County and Architect 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.** Architect and County agree that time is of the essence in the performance this Contract as set forth in the project schedule for this Contract that can we revised by mutual agreement of the parties.
- 24. FOREIGN CONTRACTOR.** If the Architect is not domiciled in or registered to do business in the State of Oregon, Architect 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 Architect 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 Architect shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, and individually County's or Architect's reasonable control. Architect shall, however, make 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 or Architect to enforce any provision of this Contract shall not constitute a waiver by County or Architect 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) Architect shall: (i) Make payments to its consultants supplying to the Architect labor or materials for the prosecution of the Work provided for in this Contract with in thirty (30) days of receiving payment from the Country for that consultants services; (ii) Pay all applicable contributions or amounts due the Industrial Accident Fund from such Architect 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 Architect fails, neglects or refuses to make prompt payment of any valid and commercially reasonable claim for labor or services furnished to the Architect or a subcontractor 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 to the Architect by reason of this Contract.
- (C) The Architect shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference, if applicable. 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 Architect 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 breach provided Architect does not cure said breach within a reasonable time after being notified by County in writing that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Architect shall promptly, as due, make payment to any person or co-partnership, 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 Architect, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of the Architect's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

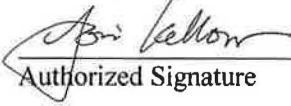
28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF 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. ARCHITECT, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT ARCHITECT, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND ARCHITECT AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURES TO FOLLOW THIS PAGE]

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Ankrom Moisan Associated Architects, Inc.

38 NW Davis Street, Suite 300
Portland, Oregon


Authorized Signature

August 2, 2019
Date

Lori Kellow, AIA Principal

178174-87
Oregon Business Registry #


Corporation/ Oregon
Entity Type / State of Formation

Clackamas County

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

Richard Swift, Director Date
Health, Housing and Human
Services Department

Approved as to Form:

 8/5/19

County Counsel Date

EXHIBIT A
TERMS AND CONDITIONS OF AGREEMENT

County employs Architect to perform the professional services set forth below in connection with the design and construction of improvements to the Sandy Health Clinic located at 39831 Highway 26, Sandy (“Work”).

The County and Architect agree as set forth below.

ARTICLE 1: ARCHITECT'S RESPONSIBILITIES

1.1 Architect's Services

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Contract and any other services included in **Exhibit D**.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with Standard of Care and the orderly progress of the Work. Upon request of the County, the Architect shall submit for the County's approval a schedule for the performance of the Architect's services which may be adjusted as the Work proceeds, and shall include allowances for periods of time required for the County's review and for approval of submissions by authorities having jurisdiction over the Work. Time limits established by this schedule approved by the County shall not, except for reasonable cause, be exceeded by the Architect or County.

ARTICLE 2: SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 Definition

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in **Exhibit D** as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 Schematic Design Phase

2.2.1 The Architect shall review the program furnished by the County to ascertain the requirements of the Work and shall arrive at a mutual understanding of such requirements with the County.

2.2.2 The Architect shall provide a preliminary evaluation of the County's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the County alternative approaches to design and construction of Work.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the County, documents consisting of drawings and other documents illustrating the scale and relationship of Work components (“Schematic Design Documents”).

2.2.5 The Architect shall submit to the County a preliminary estimate of construction costs based on current area, volume or other unit costs (“Construction Costs”).

2.3 Design Development Phase

2.3.1 Based on approval Schematic Design Documents and any adjustments authorized by the County in the program, schedule or construction budget, the Architect shall prepare, for approval by the County, documents consisting of drawings and other documents to fix and describe the size and character of the Work as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate (“Design Development Documents”).

2.3.2 The Architect shall advise the County of any adjustments to the preliminary estimate of Construction Cost.

2.4 Construction Documents Phase

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Work or in the construction budget authorized by the County, the Architect shall prepare, for approval by the County, documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work (“Construction Documents”).

2.4.2 The Architect shall assist the County in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of contract between the County and a contractor.

2.4.3 The Architect shall advise the County of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 If, in the professional opinion of the Architect, the preparation of bid documents with alternate, separate or sequential bids would be in the County's best interest, Architect will include such provisions in the bid documents and will assist County in tabulating and analyzing bids.

2.4.5 If the Work is revised as provided in Clause 5.2.2.2.2 the Architect, without additional charge, shall modify the Construction Documents as necessary to comply with the fixed limit of Construction Cost.

2.4.6 The Architect shall be responsible for preparing and filing applicable documents required for the approval of governmental authorities having jurisdiction over the Work. Any fees will be provided by the Architect and reimbursed by the County as provided in 10.3.1.

2.5 Bidding or Negotiation Phase

2.5.1 The Architect, following the County's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the County in obtaining bids or negotiated proposals and assist in the awarding and preparing contracts for construction.

2.5.2 If County chooses to rebid as provided in 5.2.2.2.3 the Architect, without additional charge, shall assist in rebidding.

2.6 Construction Phase Administration of the Construction Contract

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Contract commences with the award of a construction contract ("Contract for Construction") to a successful bidder ("Contractor") and terminates at the earlier of the issuance to the County of the final certificate for payment or sixty (60) days after the date of substantial completion of work under the Contract for Construction.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below, or as may be modified in the Contract for Construction.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the County and Architect.

2.6.4 The Architect shall advise and consult with the County during construction until final payment to the Contractor is due. The Architect shall have authority to act on behalf of the County only to the extent provided in this Contract unless otherwise modified by written instrument or amendment to the Contract.

2.6.5 The Architect shall visit the site at reasonable intervals appropriate to the stage of construction or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed when completed, will be in general accordance with the Contract for Construction. On the basis of on-site observations as an architect, the Architect shall keep the County informed of the progress and quality of the Work.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract for Construction. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the County and Contractor shall communicate

through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's applications for payment under the Contract for Construction, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the County, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's application for payment under the Contract for Construction, that the work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the work is in accordance with the Contract for Construction. The foregoing representations are subject to an evaluation of the work for general conformance with Contract for Construction upon substantial completion, to results of Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work performed under the Contract for Construction, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid under the Contract for Construction.

2.6.11 The Architect shall recommend the County reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will recommend to the County that additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither is a recommendation of the Architect nor a recommendation made in good faith either by the Architect shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractor, material and equipment suppliers, their agents or employees or other persons performing portions of the work under the Contract for Construction.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the construction of the County or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall

not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare change orders and construction change directives, with reasonable supporting documentation and data if deemed necessary by the Architect for the County's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the work not involving an adjustment in the contract price of the Contract for Construction or an extension of time to perform under the Contract Construction, and that are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct observations to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the County for the County's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final certificate for payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and make recommendations concerning performance of the County and Contractor under the requirements of the Contract Documents on written request of either the County or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits mutually agreed upon.

2.6.16 Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and recommendations, the Architect shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or recommendations so rendered in good faith.

2.6.17 The Architect shall render, when requested to do so in writing by the County, written recommendations within a reasonable time on all claims, disputes or other matters in question between the County and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

ARTICLE 3: ADDITIONAL SERVICES

3.1 General

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Exhibit D and they shall be paid for by the County as provided in the Contract, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.3 shall only be provided if authorized or confirmed in writing by the County.

3.2 Work Representation Beyond Basic Services

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more persons who are employees of Architect (“Work Representatives”) to assist in carrying out such additional on-site responsibilities.

3.2.2 Work Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the County and Architect. The duties, responsibilities and limitations of authority of Work Representatives shall be described by the Architect and approved by the County prior to commencing any work, unless otherwise agreed.

3.2.3 Through the observations by such Work Representatives, the Architect shall endeavor to provide notify the County against defects and deficiencies in the Work, but the furnishing of such Work representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Contract.

3.3 Optional Additional Services

3.3.1 Providing financial feasibility or other special studies.

3.3.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.3.3 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Work. Excluding those required for design review and plan review.

3.3.4 Providing services relative to future facilities, systems and equipment.

3.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.3.6 Providing services to verify the accuracy of drawings or other information furnished by the County.

3.3.7 Providing coordination of construction performed by separate contractors or by the County's own forces and coordination of services required in connection with construction performed and equipment supplied by the County.

3.3.8 Providing services in connection with the work of a construction manager of separate consultants retained by the County.

3.3.9 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.3.10 Providing analyses of owning and operating costs.

3.3.11 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.3.12 Providing services for planning tenant or rental spaces.

3.3.13 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.3.14 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.3.15 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.3.16 Providing services after issuance to the County of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty (60) days after the date of Substantial Completion of the Work.

3.3.17 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering, landscaping and cost estimating portions of the Work provided as a part of Basic Services.

3.3.18 Providing consultation concerning replacement of Work damaged by unanticipated causes during construction, and furnishing services required in connection with the replacement of such Work.

3.3.19 Providing any other services not otherwise included in this Contract.

ARTICLE 4: COUNTY'S RESPONSIBILITIES

4.1 The County shall provide full information regarding requirements for the Work, including a program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The County shall establish and update an overall budget for the Work, including the Construction Cost and other costs related to development of the Work.

4.3 The County shall designate a representative authorized to act on the County's behalf with respect to the Work. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The County shall assist the Architect by providing all available information pertinent to the Work including previous reports, legal description and any other data relative to design or construction of the Work.

4.5 The County shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits,

determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by the County's geotechnical engineers, as well as the computations performed by the geotechnical engineer in connection with such documents and services and shall not be required to review or verify those computations.

4.5.1 The County shall furnish the services of other consultants when such services are reasonably required by the scope of the Work and are requested by the Architect.

4.6 The County shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.7 The County shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Work, including auditing services the County may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the County.

4.8 The County shall prepare for the Work and furnish Architect with reproducible copies of bidding documents including invitation to bid, bid form, Contract for Construction and general and supplementary conditions.

4.9 The foregoing services, information, surveys and reports shall be furnished at the County's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the County to the Architect if the County becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The County shall not request certifications that would require knowledge or services beyond the scope of this Contract.

ARTICLE 5: CONSTRUCTION COST

5.1 Definition

5.1.1 The Construction Cost shall be the total cost or estimated cost to the County of all elements of the Work designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the County as provided in Article 4.

5.2 Responsibility For Construction Cost

5.2.1 RESERVED

5.2.2 Based on the Architect's estimate of Construction Cost and the available Work Budget the Architect and County will jointly establish a fixed limit of Construction Cost. Such fixed limit shall be increased in the amount of any increase in the contract price of the Contract for Construction occurring after its execution.

5.2.2.1 The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the work of the Contract for Construction and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. The fixed limit shall be increased in the amount of any increase in the Contract Price occurring after execution of the Contract for Construction.

5.2.2.2 If the fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

- .1 give written approval of an increase in the fixed limit;
- .2 cooperate in revising the scope of work and quality in the Contract for Construction as required to reduce the Construction Cost;
- .3 authorize rebidding or renegotiating of the Work within a reasonable time; or
- .4 If the Work is abandoned, terminate in accordance with Paragraph 7.2.

ARTICLE 6: USE OF ARCHITECT'S DRAWINGS SPECIFICATIONS AND OTHER DOCUMENTS

6.1 This Contract will authorize the County to use drawings related to the project to renovate the building, as well as use as reference information for future changes to the building and property.

ARTICLE 7: RESERVED

ARTICLE 8: RESERVED

ARTICLE 9: PAYMENTS TO THE ARCHITECT

9.1 Payments for Architectural Services

9.1.1 Payments of Basic Services performed under this Contract shall be subject to the provisions of ORS 293.462, shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 10.1.2.

9.1.2 Payments on account of the Architect's Additional Services shall be made monthly upon presentation of the Architect's statement of services rendered.

9.2 Reimbursable Expenses

9.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Work, as identified in the following Clauses.

9.2.1.1 Expenses of transportation in connection with the Work; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Work.

9.2.1.2 Expenses of reproductions, postage and handling of Drawings, Specifications and other documents.

9.2.1.3 Expenses of renderings, models and mock-ups requested by the County.

9.2.1.4 Payment on account of reimbursable expenses shall be made monthly upon presentation of the Architect's statement of expenses incurred.

9.3 Payments Withheld

9.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

9.4 Architect's Accounting Records

9.4.1 Records of Reimbursable Expenses and expenses pertaining to additional Services and services performed on the basis of a multiple of Direct Personnel Expenses shall be available to the County or the County's authorized representative at mutually convenient times.

ARTICLE 10: BASIS OF COMPENSATION

The County shall compensate the Architect as follows:

10.1 Basic Compensation

10.1.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

Total Design Service Contract Project Fees:

**ONE HUNDRED EIGHT SIX THOUSAND TWO HUNDRED U.S. DOLLARS
(\$186,200.00)**

Reimbursable for Project estimated to be:

FOURS THOUSAND FIVE HUNDRED U.S. DOLLARS (\$4,500.00)

Architects Estimated Total Project Design Service Contract:

**ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED U.S. DOLLARS
(\$190,700.00)**

10.1.2 Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Professional Fees

- Architectural Work \$ 99,700
- Civil Work: \$ 22,000
- Landscape Work: \$ 7,500
- Structural Work: \$ 12,800
- MEP Work \$ 21,500
- Interiors Work \$ 12,000
- Cost Estimating: \$ 10,700
- Reimbursable Expenses (mileage, printing, postage, etc.): \$ 4,500

Total Project Fees (i.e. Total Basic Compensation): \$190,700

See attachments to Exhibit D: Provided by Architects, dated July 23, 2019, 5 Pages (23,24,25,26 and 27)

Note: Permit Fee for the Construction Process are not in these amounts shown above. Permit Fees would be an additional cost to the County. This would be authorized by the County by an amendment to the Contract, and payable through the Change Order process.

10.2 Compensation For Additional Services

10.2.1 For Additional Services of the Architect, as described in Article 3, excluding additional services of consultants, compensation shall be computed as follows:

Compensation shall be on an hourly basis, billed monthly. Architect must receive prior written approval from the COUNTY before proceeding with the service; hourly rate shall be determined at this time.

10.2.2 For Additional Services of consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.3.18 or identified in Article 12 as part of Additional Services, the amounts billed to the Architect (without increasing by a multiple) for such services.

10.3 Reimbursable Expenses

10.3.1 For Reimbursable Expenses, as described in Paragraph 9.2 the expenses incurred (without increasing by a multiple) by the Architect, the Architect's employees and consultants in the interest of the Work.

10.3.2 **FOUR THOUSAND FIVE HUNDRED U.S. DOLLARS (\$4,500:00)**, this is an estimate.

10.4 Additional Provisions

10.4.1 Payments are due and payable twenty-one (21) days from the date it is received by the County. The County shall make prompt payment in response to Architect's monthly statements.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Architect shall procure at its own expense, each insurance noted below:

1. Required by County of Architect with one or more workers, as defined by ORS 656.027.

Architect, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Architect shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability most include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. The Architect shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation of the insurance coverage(s) without thirty (30) days written notice from the Architect or its insurer(s) to the County at the following address: Clackamas County Community Development Division, 2051 Kaen Road, Suite 245, Oregon City, OR 97045 or stevekel@co.clackamas.or.us.

EXHIBIT C

ARCHITECT CERTIFICATION STATEMENT

Ankrom Moisan Associated Architects, Inc., an Oregon corporation ("Architect") certifies it is an independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Architect is:

Free from direction and control, beyond the right of the **Clackamas County, through its Department of Health, Housing and Human Services**, a political subdivision of the State of Oregon ("County") to specify the desired result; **AND**

Are licensed if licensure is required for the services; **AND**

Are responsible for other licenses or certificates necessary to provide the services **AND**

Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.

B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.

C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

D. Makes significant investment in its business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.

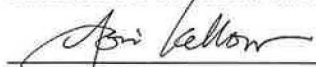
E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.

Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent Architect.

Ankrom Moisan Associated Architects, Inc.



Authorized Signature
Lori Kellow, AIA Principal

Date August 2, 2019

EXHIBIT D
ARCHITECT'S PROPOSAL

For purposes of providing a more detailed description of services the Owners Request for Proposal for Design Services, and the Architect's proposal entitled **SANDY HEALTH CLINIC FEE PROPOSAL dated JULY 23, 2019** is hereby included as part of this Contract. In the event of any conflict between the text of this Contract, the Owner's RFP and the Architect's proposal, the provisions of the Contract will prevail.

Attachments:

Architects, Fee and Proposal Letter dated July 23, 2019, signed by Lori Kellow, as a Principal of the Architect – Page 23

Ankrom Moisan Architects Salary plus overhead,

Task 1 – Pre-Design – Page 24

Task 2 – Schematic Design -Page 24

Task 3 – Design Development – Pages 24 & 25

Task 4 – Construction Documents – Page 25

Task 5 – Permit Coordination/ Submission/ Bidding – Pages 25 & 26

Task 6 – Construction Administration – Page 26

Task 7 – As Built Information/ Project Close-Out – Page 26

Architects Sandy Clinic Schedule – Page 27



July 23, 2019

Mr. Steve Kelly, Project Coordinator
Clackamas County Community Development Division
2051 Kaen Rd. Suite 245
Oregon City, OR 97045

RE: SANDY HEALTH CLINIC FEE PROPOSAL

Dear Steve:

Attached is our proposed Project Fee, Work Plan and Schedule for the Sandy Health Clinic.

In the interest of time, the following is a brief summary of the consultants and our fees.. These fees are based upon a remodel of 6,700 sf with an addition of approximately 2,300 sf, site improvements with parking and interior design services. As indicated on the schedule we anticipate the construction to be approximately 6 months duration.

Professional Fees

• Architectural - AMA	\$ 99,700
• Civil - AAI	\$ 22,000
• Landscape - AMA	\$ 7,500
• Structural- AAI	\$ 12,800
• MEP - KCL	\$ 21,500
• Interiors - AMA	\$ 12,000
• <u>Cost Estimating - RLB</u>	<u>\$ 10,700</u>
Total Project Fees	\$186,200

Reimbursables would be in addition to these fees at cost x1.07 such as mileage, car rental, printing, postage, etc. An estimate of \$4,500 would cover typical expenses.

We welcome the opportunity to sit down and review these documents with you and the Sandy Health Clinic project team at your convenience.

Sincerely,
ANKROM MOISAN ARCHITECTS

Lori Kellow, Architect
Principal

ARCHITECTURE
INTERIORS
URBAN DESIGN
BRANDING

Ankrom Moisan Architects

PORTLAND
38 NW Davis Street
Suite 300
Portland, OR 97209
503.245.7100

SEATTLE
1505 5th Avenue
Suite 300
Seattle, WA 98101
206.576.1600

SAN FRANCISCO
1014 Howard Street
San Francisco, CA 94103
415.252.7063

Firm	ANKROM MOISAN ARCHITECTS							
Staff Name	L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S. Nobbe
Role	PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
Labor - Salary plus overhead (billing rate)	\$160.00	\$110.00	\$92.00	\$69.00	\$142.00	\$114.00	\$112.00	\$142.00

TASK 1 - PROJECT KICK-OFF / PRE-DESIGN - 2 weeks								
A- 1.1	Project Team Overview - Kick off Meeting	2	2					
A- 1.2	Finalize Contracts	2						
A- 1.3	Develop and Review Work Plan	2	2					
A- 1.4	Develop and Review Project Schedule	2	2					
A- 1.5	Gather Zoning and Code Research							
A- 1.6	Site Visit	3	2	3				2
Subtotal Staff Hours		11	8	3	0	0	0	2
Subtotal Staff Labor Cost		\$1,760.00	\$880.00	\$276.00	\$0.00	\$0.00	\$0.00	\$284.00
Task Total to include Cost + Overhead								\$3,200.00

TASK 2 - SITE CONCEPT / SCHEMATIC DESIGN - 1 month								
A- 2.1	Field and Site Verification - create Base Plans			2	4			
A- 2.2	AMA to Issue Field Notes		1					
A- 2.3	Gather Background and History Information	1	1					2
A- 2.4	AMA to Identify applicable code and zoning requirements	1						3
A- 2.5	Review Environmental Assessment	2						3
A- 2.6	AMA to set up Early Assessment Meeting with the City	2					3	
A- 2.7	Document requirements		2	1				
A- 2.8	Integrated Design Event #1: Programming Development	3	3					
A- 2.9	Identify adjacency dependencies and requirements	1	2					
A- 2.10	AMA to issue program notes		1					
A- 2.11	Integrated Design Event #2: Programming Charette	3	3			3		
A- 2.12	AMA to issue program sketches	2	2	2	4			
A- 2.13	Develop site design options	3	3	2	2			
A- 2.14	Coordinate concepts with consultants	2	2	2				
A- 2.15	Coordination with cost estimator			2				
A- 2.16	Identify architectural style and materials	2	2					
Subtotal Staff Hours		22	22	11	10	0	3	3
Subtotal Staff Labor Cost		\$3,520.00	\$2,420.00	\$1,012.00	\$690.00	\$0.00	\$342.00	\$336.00
Task Total to include Cost + Overhead								\$8,320.00

TASK 3 - DESIGN DEVELOPMENT - 1 month								
A- 3.1	Design Team Internal Meetings and Owner Meetings	4	2					
A- 3.2	Code / Life Safety Integration / Accessibility				8			2
A- 3.3	Consultant coordination of system selection and integration	4		8				
A- 3.4	Integrated Design Event #3: Building Layout	4	2		16		12	
A- 3.5	AMA to issue sketches	4		8	16		8	

Firm		ANKROM MOISAN ARCHITECTS							
		L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S.Nobbe
Staff Name									
Role		PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
A- 3.6	Exterior elevations and materials developed	4			12		12		
A- 3.7	AMA to present design and materials	4		8	8		12		
A- 3.8	Coordinate building with Landscape/Civil features			8				8	
A- 3.9	Inside out / Outside in collaboration with interiors/landscape	8		8					
A- 3.10	Signage / Equipment/ Security IT Coordination					2			
A- 3.11	Specification 3-part set up					12			
A- 3.12	Cost Estimation Coordination/Discussions	4		8					
A-3.13	MEP System Review	4		8					
A-3.14	Generate developed floor plans with in conjunction with RCP	8			12				
Subtotal Staff Hours		48	4	56	72	14	44	8	2
Subtotal Staff Labor Cost		\$7,680.00	\$440.00	\$5,152.00	\$4,968.00	\$1,988.00	\$5,016.00	\$896.00	\$284.00
Task Total to include Cost + Overhead									\$26,424.00

TASK 4 - CONSTRUCTION DOCUMENTS - 2 months

A- 4.1	Design Team Internal Meetings and Owner Meetings	12		12					
A- 4.2	Cost Estimation Coordination/Discussions	8		12					
A- 4.3	Finalizing consultant coordination of building systems			16	24	4			
A- 4.4	Exterior and interior detailing finalized	4		12	12				
A- 4.5	Life Safety Integration / Accessibility final review								4
A- 4.6	Internal detail finalized of fire/occupancy separation			8					
A- 4.7	Finalizing 3-part specification					24			
A- 4.8	Completing review of clashing of systems within ceiling space			8					
A- 4.9	Finalizing exterior/interior safety and security measures			8	8		2		
A- 4.10	Final detailing of roofing systems / canopies			12	24				
A- 4.11	Finalize finish selections and locations	8		4	12		16		
A-4.12	Detailing of custom construction components (ex. casework)			8			12		
Subtotal Staff Hours		32	0	100	80	28	30	0	4
Subtotal Staff Labor Cost		\$5,120.00	\$0.00	\$9,200.00	\$5,520.00	\$3,976.00	\$3,420.00	\$0.00	\$568.00
Task Total to include Cost + Overhead									\$27,804.00

TASK 5 - PERMIT COORDINATION/ SUBMISSION/ BIDDING - 2 months

A- 5.1	Preparing documentation and application for submission			2					
A- 5.2	Submission of documents to City of Sandy			2					
A- 5.3	Response to AHJ items and coordination with consultants			4					
A- 5.4	Review meeting in preparation of Public Bid	2		2					
A- 5.5	Publish Project				2				
A- 5.6	Respond to Questions during Bidding Process			2					
A- 5.7	Review Final Bids with the County	2							
A- 5.8	GC Selection / Contract	2		2					

Firm		ANKROM MOISAN ARCHITECTS							
Staff Name		L. Kellow	M Donohue	S. Soukup	A. Asato	A. Taylor	C. Smith	M. McMillian	S. Nobbe
Role		PM	HC Planner	PA	Production	Specifications	Interiors	Landscape	Code Review
A- 5.9	Construction Document Constructability Review	2		2					
Subtotal Staff Hours		8	0	16	2	0	0	0	0
Subtotal Staff Labor Cost		\$1,280.00	\$0.00	\$1,472.00	\$138.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$2,890.00

TASK 6 - CONSTRUCTION ADMINISTRATION - 6 months									
A- 6.1	OAC Meetings - Weekly	32		60					
A- 6.2	On-Site visits - Weekly	32		60					
A- 6.3	Tracking / Logging / Answered RFI and Submittals			8	16				
A- 6.4	RFI Response/coordination with consultants			8	16				
A- 6.5	Response to Construction / Specification check			8					
A- 6.6	Punch List			14	8				
A- 6.7	Issue Substantial Completion			2	8				
Subtotal Staff Hours		64	0	160	48	0	0	0	0
Subtotal Staff Labor Cost		\$10,240.00	\$0.00	\$14,720.00	\$3,312.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$28,272.00

TASK 7 - AS BUILT INFORMATION / PROJECT CLOSE OUT									
A- 7.1	Gathering information from contractor				8				
A- 7.2	Gathering information from consultants				8				
A- 7.3	Record set of Documents				8				
Subtotal Staff Hours		0	0	0	24	0	0	0	0
Subtotal Staff Labor Cost		\$0.00	\$0.00	\$0.00	\$1,656.00	\$0.00	\$0.00	\$0.00	\$0.00
Task Total to include Cost + Overhead									\$1,656.00

Total Labor Cost per staff	\$29,600.00	\$3,740.00	\$31,832.00	\$16,284.00	\$5,964.00	\$8,778.00	\$1,232.00	\$2,272.00
Total Hours by Staff	185	34	346	236	42	77	11	16

TOTAL PROJECT COST	\$99,702.00
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Sandy Clinic

Task Name	Start Date	End Date	Duration	Q3 Q4 Q1 Q2 Q3 Q4													
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Sandy Health Clinic	07/17/19	07/24/20	268d	Sandy Health Clinic													
Notice to Proceed / Project Launch	07/17/19	07/17/19	0	◆ Notice to Proceed / Project Launch													
Kick-off Meeting	07/31/19	07/31/19	0	◆ Kick-off Meeting													
Contract Finalization	07/31/19	08/13/19	2w	■ Contract Finalization													
Design // Ankrum Moisan	07/17/19	12/06/19	103d	Design // Ankrum Moisan													
Schematic Design	07/17/19	08/30/19	33d	■ Schematic Design													
Site Walk	07/24/19	07/24/19	1d	Site Walk													
AMA to Issue Field Notes	07/29/19	07/29/19	1d	AMA to Issue Field Notes													
Gather Background Site Information	07/17/19	07/29/19	9d	■ Gather Background Site Information													
AMA to Conduct Code & Regulatory Review	07/17/19	07/29/19	9d	■ AMA to Conduct Code & Regulatory Review													
County to Provide Comments	07/30/19	08/02/19	4d	County to Provide Comments													
AMA to set Early Assistance Meeting with City	08/13/19	08/13/19	1d	AMA to set Early Assistance Meeting with City													
IDE #1: Programming Meeting	08/06/19	08/06/19	1d	IDE #1: Programming Meeting													
AMA to Issue Meeting Notes	08/09/19	08/09/19	1d	AMA to Issue Meeting Notes													
County to Provide Comments	08/12/19	08/16/19	5d	County to Provide Comments													
IDE #2: Program Charette	08/20/19	08/20/19	1d	IDE #2: Program Charette													
AMA to issue Meeting Notes	08/23/19	08/23/19	1d	AMA to issue Meeting Notes													
County to Provide Comments	08/26/19	08/30/19	5d	County to Provide Comments													
Design Development	08/29/19	10/18/19	37d	■ Design Development													
AMA Design Charette Macro Planning	08/29/19	08/29/19	1d	AMA Design Charette Macro Planning													
IDE #3: Building Layout	09/03/19	09/03/19	0	◆ IDE #3: Building Layout													
AMA to issue Meeting Notes	09/06/19	09/06/19	1d	AMA to Issue Meeting Notes													
County to Provide Comments	09/09/19	09/13/19	5d	County to Provide Comments													
AMA Material Presentation	09/17/19	09/17/19	1d	AMA Material Presentation													
MEP System Review	09/17/19	09/17/19	1d	MEP System Review													
Signage/ Equipment/ Security/ IT Coordination	09/03/19	09/30/19	20d	■ Signage/ Equipment/ Security/ IT Coordination													
Issue DD Set	09/30/19	09/30/19	1d	Issue DD Set													
Cost Estimate	09/30/19	10/14/19	11d	■ Cost Estimate													
County Approval	10/14/19	10/18/19	5d	County Approval													
Construction Documentation	10/18/19	12/06/19	36d	■ Construction Documentation													
90% CD Set	10/18/19	11/15/19	21d	■ 90% CD Set													
Cost Estimate	11/18/19	12/02/19	11d	■ Cost Estimate													
County Approval to Submit for Bid & Permit	12/02/19	12/06/19	5d	County Approval to Submit for Bid & Permit													
Permitting // City of Sandy	12/09/19	01/23/20	34d	Permitting // City of Sandy													
Building Permit	12/09/19	01/23/20	34d	■ Building Permit													
Submit Building Permit	12/09/19	12/09/19	0	◆ Submit Building Permit													
Building Permit Review Process	12/09/19	01/23/20	34d	■ Building Permit Review Process													
Permit Issuance	01/23/20	01/23/20	0	◆ Permit Issuance													
Bid Process	12/02/19	01/31/20	45d	■ Bid Process													
Publish Project	12/02/19	12/09/19	6d	■ Publish Project													
Bid Project	12/09/19	12/27/19	15d	■ Bid Project													
Review Bids	12/27/19	01/09/20	2w	■ Review Bids													
GC Selection / Contract	01/09/20	01/29/20	15d	■ GC Selection / Contract													
Construction Documentation Constructibility Review	01/27/20	01/31/20	5d	■ Construction Documentation Constructibility Review													
Construction	01/31/20	07/24/20	126d	■ Construction													
Construction Duration	01/31/20	07/15/20	119d	■ Construction Duration													
Building Occupancy	07/16/20	07/24/20	7d	■ Building Occupancy													

August 15, 2019

COPY

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
 the State of Oregon, Housing and Community Services Department to administer
Community Resource Division Funds

Purpose/Outcomes	Seeking approval for Intergovernmental agreement that provides funds for a variety of Social Services programs in Clackamas County as described below.
Dollar Amount and Fiscal Impact	This is a revenue agreement with an estimated value of \$19,990,129 for the biennium.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division. No County General Funds are involved.
Duration	July 1, 2019 through June 30, 2021
Previous Board Action	The previous agreement was approved by the Board of County Commissioners on July 20, 2017 - agenda item 072017-A5.
Counsel Review	This agreement was reviewed by County Counsel on 8/6/19.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9302, State# 5084

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement renewal with the State of Oregon, Housing and Community Services Department (OHCS) to administer Community Resource Division (CRD) funds for a variety of SSD programs.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in

Healthy Families. Strong Communities.

their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

To continue receiving these funds, Community Action agencies are required to conduct a planning process that assesses the local needs of low income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Implementation Reports that are written by SSD staff and submitted to OHCS for approval.

The planning process will result in an executed agreement referred to as the Master Grant Agreement (MGA). The MGA will cover the period from July 1, 2019 through June 30, 2021.

The program and funding components included in the MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low income individuals including frail, elderly, and disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. These funds will be used to support warming center and emergency shelter services in Clackamas County.

Emergency Housing Assistance Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to housing needs. Programs funded by this source include supporting established homelessness prevention and rapid re-housing programs, Community Capacity Building related to the Homeless Point-In-Time Count in 2021, emergency shelters, housing related information and referral services, case management services to low-income households, and shelter services to homeless youth.

Emergency Housing Assistance Program – Veterans: State of Oregon general funds designed to support homeless veterans. The funds provide homeless and low-income housing services and access to the County Veteran's Service Office that includes two part-time Homeless Veteran Outreach Specialists.

Elderly Rental Assistance Program (ERA): State of Oregon general funds designed to assist with the cost of rental housing for very low-income households that are homeless, at risk of homelessness, or unstably housed, where at least one household member is 58 years or older. These funds provide rental and financial assistance, supportive-in home services, and case management.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low-income households with emphasis on elderly and disabled persons with unpaid winter utility bills.

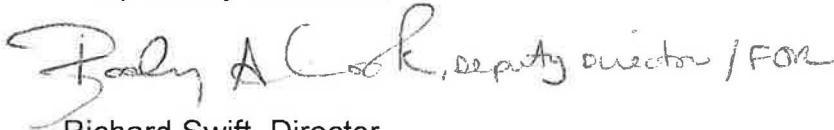
Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low-income households with assistance payments directed toward their PGE bills.

Low Income Home Energy Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Richard A. Swift, deputy director / FOR". The signature is written in dark ink and is positioned above the printed name of the signatory.

Richard Swift, Director
Health, Housing and Human Services Department

MASTER GRANT AGREEMENT 19-21 #5084

INTRODUCTION

This **2019-21 Master Grant Agreement #5084** (this "Agreement" or "MGA") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Department" and **Clackamas County** acting by and through its Health, Housing and Human Services Department, hereinafter referred to as "Subgrantee".

RECITALS

- A. Oregon Revised Statute ("ORS") chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;

AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals shall not be deemed to modify the express provisions hereinafter set forth.
2. **Effective Date and Duration.** This Agreement shall become effective **July 1, 2019**. Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2021**.
3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$19,990,129.00**. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
4. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:
 - This Agreement less all Exhibits and Attachments
 - Exhibit A – Definitions;
 - Implementation Report Attachments (as applicable)
 - Program Elements (as applicable)
 - Exhibit B - Standard Terms and Conditions
 - Exhibit C – Special Provisions
 - Exhibit D - Federal Assurances
 - Exhibit E - Oregon State Historic Preservation Office Agreement
 - Exhibit F – Information Required by 2 CFR Subtitle B

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

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5. **DIVERSITY, EQUITY AND INCLUSION.** Building Community Action Agency organizational capacity to provide inclusive services to diverse constituencies is a first step to ensure equitable and culturally responsive services for all Oregonians in need. OHCS and subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provision. OHCS commits to creating a system to analyze OHCS-funded programs and remove identified barriers to accessing opportunities within those programs.

6. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

B. By signature on this Agreement for Subgrantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and

E. Subgrantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

Authorized Signature: _____ Date: _____

Name (print): Richard Swift Title: Director
Health, Housing and Human Services Department

Telephone Number: 503/650-5604

E-Mail Address: rswift@clackamas.us

Subgrantee Address: P.O. Box 2950; Oregon City, OR 97045

Primary Contact Person (Type or Print): Brenda Durbin, Social Services Director

Primary Contact Telephone Number: 503/655-8641

Primary Contact E-Mail Address: brendadur@clackamas.us

DUNS #: 096992656

Fiscal Contact Name: Jennifer Snook Title: Management Analyst Senior

Phone #: 503/655-8760

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7. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature: _____
Margaret Solle Salazar, Director or designee

_____ Date

Agency Contact Person: Kenny LaPoint

Contact Telephone Number: 971-239-9968

E-Mail Address: Kenny.LaPoint@oregon.gov

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by: AAG D. Kevin Carlson Date: by email on 7/16/2019

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