

September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intra-Agency Agreement with Clackamas Health Centers Division for School Based Health Centers (SBHC) operating funds maximum agreement value is \$180,000
No County General Funds

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for SBHC primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$180,000.
Funding Source	Public Health is receiving grant funds from the State Public Health Authority – No County General Funds will be used.
Duration	Effective July 01, 2021 and terminates on June 30, 2022
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on June 28, 2021 by Kathleen Rastetter
Procurement Review	Was the item processed through Procurement? NO This is grant funded and Health Centers is a named party in the grant.
Contact Person	Kim La Croix, Access to Preventative Health Program Manager (971) 334-0593
Contract No.	10149

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) for primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of primary care services at the SBHC's. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

This Agreement has a maximum value of \$180,000. This Agreement is effective July 1, 2021 and continues through June 30, 2022

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
AND
CLACKAMAS HEALTH CENTERS DIVISION**

Contract # 10149

I. Purpose

This agreement provides the basis for a cooperative working relationship between the **Clackamas County Public Health Division** herein referred to as "CCPHD," and the **Clackamas Health Centers Division**, herein referred to as "CHCD," with the common goal of successfully operating a School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to oversight, maintenance, administration, operation, and delivery of services within the SBHC.

II. Scope of Work and Cooperation

A. CHCD agrees to:

1. Provide primary healthcare to students within Oregon City High School, Rex Putnam High School, and Sandy High School according to Oregon Health Authority SBHC protocols and certification requirements and CHCD Policies.
2. All primary healthcare services must be delivered in accordance with the guidelines set forth in the 2017 Standards for Certification. The Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: certification process, sponsoring agency/facility, operations/staffing, laboratory, clinical services, data collection/reporting and quality assurance.
3. Maintain an operations agreement with Oregon City High School, Rex Putnam High School, and Sandy High School, , for the delivery of SBHC services by Clackamas County Health Centers. Provide a copy of the operations agreements with the CCPHD annually.
4. Prepare SBHC facilities and staff for recertification site visits with Oregon Health Authority (OHA). Appoint SBHC leadership to participate in site visit and address items identified by OHA.
5. Participate in quarterly OHA SBHC meetings.
6. Designate a staff person to maintain the State Operational Profile (online portal) and submit data in accordance with OHA requirements.
7. Participate in OHA sponsored trainings and webinars.
8. Collaborate with CCPHD on grant proposals to support the SBHC when funding opportunities arise that align with the SBHC mission or improve population health that align with the SBHC and Health Centers mission and SBHC Strategic Plan.

9. Write and submit narrative and financial reports required by the grant funder. Share the narrative and financial reports with CCPHD.
10. Facilitate School district wide collaboration with SBHC staff, school district staff, public health services, other county departments, and community agencies in order to develop, implement, and maintain SBHC services for school-age children as opportunities arise.
11. Upon request, share de-identified electronic health record (EPIC) data with CCPHD.
12. Conduct communication activities (e.g. website) that promote Oregon City, Rex Putnam, and Sandy SBHC clinics.

B. CCPHD agrees to:

1. Upon request, provide the oversight and technical assistance so that each SBHC in its jurisdiction meet the 2017 Standards for Certification for SBHC.
2. Assure to the OHA State Program Office (SPO) that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the certification review cycle.
3. Connect with leadership team at least two times per year to facilitate communication and program development.
4. Upon receipt of proper invoice, distribute SBHC funding on behalf of the OHA to CHCD for provision of healthcare services between July 1, 2021 and June 30, 2022.
5. Develop and distribute updated SBHC agreements as needed.
6. Analyze school based health center related data, from a population health perspective, and share with CHCD annually.
7. Conduct county-wide communications regarding SBHC services. CCPHD will notify and collaborate with CHCD about communications related to the SBHCs where CHCD is the medical sponsor.
8. Monitor fiscal and programmatic compliance, of CHCD with this contract, by regularly reviewing invoices and participating in biennial state certification exit interviews.

III. Liaison Responsibility

Aria Baker will act as liaison from CCPHD:

ABaker@clackamas.us

Carol Kepp will act as liaison from CHCD:

CKepp@clackamas.us

IV. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed \$180,000. The funds shall be distributed as follows:

CLACKAMS COUNTY HEALTH CENTERS DIVISION

Intra-Agency Agreement # 10149

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Up to \$ 60,000 for Oregon City SBHC
Up to \$ 60,000 for Rex Putnam SBHC
Up to \$ 60,000 for Sandy SBHC

At fiscal year-end Clackamas County Public Health Division (CCPHD), fiscal department will do a true up of monies spent. Any remaining balances will be redistributed amongst School Based Health Centers that have expenditures exceeding their contract balances. Redistribution of funds will be at CCPHD discretion.

CHCD shall submit monthly expenditure reimbursement interfund transfer request invoices by the tenth day of the month following that in which service was performed for true and verifiable costs and expenses related to implementation of the services outlined in this agreement. The invoice must be itemized and reference contract # 10149, dates of service, number of hours billed, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045
PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CHCD name and contract # 10149 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CHCD fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, CCPHD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CHCD submits required reports, performs required services, or establishes to CCPHD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CHCD.

V. Reporting Requirements

A. Fiscal Reports

1. CHCD shall submit year to date expense reports to CCPHD on January 15th and July 15th.
2. Reports will be itemized and will include all operational expenses to include, but not limited to: staff, supplies, lease, and maintenance.
3. Based on year end reconciliation, all monies not allocated by expense reports shall be returned to CCPHD.
4. CHCD will submit Fiscal Reports to:

Clackamas County Public Health Division
Attn: Sherry Olson
2051 Kaen Road, #367
Oregon City, Oregon 97045

OR

SOlson4@clackamas.us

B. Performance Reporting

1. Submit annual Client encounter data in a form acceptable to the OHA SPO and in accordance with the 2017 Certification Standards at two times during the year, no later than January 31, 2022 for the previous calendar year (July 1, 2021 – December 31, 2021) and no later than July 15, 2022 for the preceding service year (July 1, 2021 – June 30, 2022).
2. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to the OHA SPO and in accordance with the certification standards no later than October 1, 2022 for the preceding service year (July 1, 2021 – June 30, 2022).
3. Submit annual SBHC Billing, Revenue and Funding data in the form acceptable to the OHA SPO no later than October 1, 2022 for the preceding service year (July 1, 2021 – June 30, 2022).
4. Submit annual SBHC hours of operation and staffing in the form acceptable to the OHA SPO no later than October 1, 2022 for the current service year (July 1, 2021 – June 30, 2022).
5. Submit completed annual patient satisfaction survey data no later than January 31, 2022 and June 30, 2022.
6. Complete online national census survey every year.
7. CHCD will submit Performance Reports to:

Clackamas County Public Health Division
Attn: Aria Baker
999 Library Ct
Oregon City, OR 97045
ABaker@clackamas.us

And

School-Based Health Center Program
800 NE Oregon, Suite 805
Portland, OR 97232
E-mail: SBHC.program@state.or.us
Phone: (971) 673-0871

VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective **July 1, 2021** and is scheduled to terminate **June 30, 2022**.

This agreement is subject to cancellation by either of the parties when thirty (30) days' written notice has been provided.

Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

This agreement consists of seven (7) sections.

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

CLACKAMAS HEALTH CENTERS DIVISION

Deborah Cockrell Digitally signed by Deborah
Cockrell
Date: 2021.08.31 10:25:43 -07'00'

Deborah Cockrell, Director

8/31/21

Date

CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

Philip Mason-Joyner Digitally signed by Philip Mason-
Joyner
Date: 2021.08.31 11:51:42 -07'00'

Philip Mason-Joyner, Director

8/31/21

Date

HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT

Rodney A. Cook, Director

Date

September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Inter-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) - Building Mental Health Services Capacity Maximum Agreement Value is \$185,000 No County General Funds Are Involved

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for building Mental Health Services capacity at the Rex Putnam, Oregon City, and Sandy SBHC's.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$185,000.
Funding Source	Public Health is receiving Grant funds from the State Public Health Authority – No County General Funds will be used.
Duration	Effective July 01, 2021 and terminates on June 30, 2022
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on June 28, 2021. Kathleen Rastetter
Procurement Review	Was the item processed through Procurement? NO This is grant funded and Health Centers is a named party in the grant.
Contact Person	Kim La Croix, Access to Preventative Health Program Manager (971) 334-0593
Contract No.	10188

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) for mental health expansion services at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of mental health services at the SBHC's. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

This Agreement has a maximum value of \$185,000. This Agreement is effective July 1, 2021 and continues through June 30, 2022

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
AND
CLACKAMAS HEALTH CENTERS DIVISION**

Contract # 10188

I. Purpose

This agreement provides the basis for a cooperative working relationship between the Clackamas County Public Health Division herein referred to as "CCPHD," and the Clackamas Health Centers Division, herein referred to as "CHCD," with the common goal of building capacity of Mental Health services to the School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to the Mental Health Expansion Project within the SBHC.

II. Scope of Work and Cooperation

A. CHCD agrees to:

1. Provide a .8 FTE mental health specialist 2 at Oregon City High School, Rex Putnam High School, and Sandy High School, School-Based Health Centers.
2. Provide services that are culturally and linguistically appropriate for their target population.
3. Track data related to mental health encounters as outlined in the SBHC Certification standards.
4. Submit mental health encounter data to the State Program Office (SPO) two times during the contract period (January 15, 2022 and July 15, 2023)
5. Participate in regular check-in meetings via phone or email with the SPO.
6. Submit 2 mid-project reports in December 2021, and a final report in June 2022. Final reports are due no later than July 15, 2022. Guidance will be given on expected report content.
7. Create and implement an evaluation plan for their projects in collaboration with the SPO. The SPO will provide technical assistance throughout this process.
8. Facilitate County wide collaboration with SBHC staff, school district staff, public health services, other county departments, and community agencies in order to develop, implement, and maintain SBHC services for school age children as opportunities arise.
9. Facilitate communication and cooperation between the CHCD and school districts to provide mental health services in the SBHC's.
10. Designate at least one mental health provider to participate in biannual SBHC community of practice meetings hosted by CCPHD.

CLACKAMAS HEALTH CENTERS DIVISION

Intra-Agency Agreement # 10188

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B. CCPHD agrees to:

1. Serve as liaison to SPO.
2. Participate in regular check-in meetings via phone or email with the SPO.
3. Provide the oversight and technical assistance so that each SBHC in its jurisdiction meet the 2017 Standards for Certification for SBHC.
4. Assure to the OHA State Program Office (SPO) that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the certification review cycle.
5. Meet with CCHCD Mental Health Manager and Mental Health Program Supervisor at least once per year to facilitate communication and program development.
6. Upon receipt of proper invoice, distribute SBHC funding on behalf of the OHA to CHCD for provision of healthcare services between July 1, 2021 and June 30, 2022.
7. Develop and distribute updated SBHC agreements as needed.

III. Liaison Responsibility

A. Complete the scope of work as outlined under Section II.

Liaison from CCPHD is Aria Baker:

ABaker@clackamas.us

Liaison from CHCD is Carol Kepp:

CKepp@clackamas.us

IV. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CHCD under this agreement shall not exceed \$185,000. The funds shall be distributed as follows:

Description	Dates	Sandy HS	Rex Putnam	Oregon City HS	TOTAL
Funding	July 1, 2021 – June 30, 2022	Up to \$80,000	Up to \$25,000	Up to \$80,000	Up to \$185,000

CHCD shall submit monthly expenditure reimbursement interfund transfer request invoices by the tenth day of the month following that in which service was performed for true and verifiable costs and expenses related to implementation of the services outlined in this agreement. The invoice must be itemized and reference contract # 10188, dates of service, number of hours billed, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
 Attn: Accounts Payable
 2051 Kaen Road, # 367
 Oregon City, Oregon 97045
PublicHealthFiscalAP@clackamas.us

CLACKAMAS HEALTH CENTERS DIVISION

Intra-Agency Agreement # 10188

Page 3 of 4

When submitting electronically, designate CHCD name and contract # 10188 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should CHCD fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, CCPHD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until CHCD submits required reports, performs required services, or establishes to CCPHD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CHCD.

At fiscal year-end Clackamas County Public Health Division (CCPHD), fiscal department will do a true up of monies spent. Any remaining balances will be redistributed amongst School Based Health Centers that have expenditures exceeding their contract balances. Redistribution of funds will be at CCPHD discretion.

V. Reporting Requirements

A. Fiscal Reports

1. CHCD shall submit monthly expenditure reimbursement invoices for true and verifiable costs and expenses related to implementation of the Mental Health Expansion Project. Invoices must be itemized and reference contract # 10188. Invoices shall be submitted to CCPHD by the 10th of the month following expenditures.
2. Annual expenditure report is to COUNTY by July 10, 2022.
3. CHCD will submit Fiscal Reports to:

Clackamas County Public Health Division
Attn: Sherry Olson
2051 Kaen Road, #367
Oregon City, Oregon 97045
SOlson4@clackamas.us
(503) 742-5342

B. Performance Reporting

1. CHCD must submit qualitative and quantitative data based on reporting requirements set forth by the SPO.
2. CHCD will submit Performance Reports to:

Clackamas County Public Health Division
Attn: Aria Baker
2051 Kaen Road, #367
Oregon City, Oregon 97045
ABaker@clackamas.us

CLACKAMAS HEALTH CENTERS DIVISION

Intra-Agency Agreement # 10188

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VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective **July 1, 2021** and is scheduled to terminate **June 30, 2022**.

This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' written notice.

This agreement in its entirety consists of seven (7) sections.

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

CLACKAMAS HEALTH CENTERS DIVISION

CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

Deborah Cockrell Digitally signed by Deborah Cockrell
Date: 2021.08.31 10:48:51 -07'00'

Deborah Cockrell, Director

8/31/21

Date

Philip Mason-Joyner Digitally signed by Philip Mason-Joyner
Date: 2021.08.31 11:52:11 -07'00'

Philip Mason-Joyner, Director

8/31/21

Date

HEALTH, HOUSING, AND HUMAN SERVICES

Rodney A. Cook, Director

Date

September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a HOME Loan Amendment #1 with
Green Line Affordable Development Limited Partnership
for the Fuller Station Affordable Housing in Happy Valley. OR
Total Contract Amount \$950,000 No County General Funds.

Purpose/Outcomes	Request to reduce term of loan length from 60 years to 55 years for the HOME loan for Fuller Station Affordable Housing (development of 100 affordable rental housing units in Happy Valley).
Dollar Amount and Fiscal Impact	No fiscal impact with County General Fund or HOME funding with this Amendment to reduce loan term length.
Funding Source	HOME Investment Partnerships Program from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of the loan would be reduced by five (5) years; totaling 55 years instead of 60 years. The HOME Period of Affordability remains unchanged (60 years from date of project completion).
Previous Board Action	January 14, 2021 BCC Business meeting
Strategic Plan Alignment	Increasing housing choice and housing opportunity for low to moderate income households.
Contact Person	Pamela Anderson, Manager, Community Development (971) 804-3464
Contract No.	9795

BACKGROUND:

HOME funds have been approved by the BCC on January 14, 2021 to assist in the creation of one multi-family housing apartment building: Fuller Station Affordable Housing. It will include 100-units of multi-family, transit-oriented, mixed-income housing at the Fuller Road Station Park & Ride.

This request is to reduce the HOME Loan term from 60 years to 55 years. No proposed changes to the Affordability Period and HOME funding.

RECOMMENDATION:

We recommend the approval of this Amendment to the Fuller Station HOME loan.

Respectfully submitted,

Mary Rumbaugh

Rodney A. Cook, H3S Director

Attached: Modification to Promissory Note, 1st Amendment to Trust Deed & Modification to Loan Agreement

MODIFICATION TO PROMISSORY NOTE

THIS MODIFICATION TO PROMISSORY NOTE ("**Modification**") is made by and between GREEN LINE AFFORDABLE DEVELOPMENT LIMITED PARTNERSHIP, an Oregon limited partnership ("**Borrower**"), and CLACKAMAS COUNTY, a political subdivision of the state of Oregon ("**Lender**"), and is effective upon signature of both parties.

Recitals

- A. The Borrower is the owner of a 100-unit low income housing tax credit project to be constructed on certain real property located in Clackamas County, Oregon, and to be known as Fuller Station (the "**Project**").
- B. The Borrower executed and delivered that certain Promissory Note dated January 8, 2021, in the original principal amount of Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00) (the "**Note**").
- C. The current outside maturity date of the Note is the sixtieth (60th) anniversary of the effective date ("**Maturity Date**").
- D. The parties desire to amend the Note to decrease the maturity date by five years.
- E. All capitalized terms not otherwise defined in this Modification shall have the same meanings ascribed thereto in the Note.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

- 1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein
- 2. Section 1(b) of the Note is hereby amended and restated in its entirety to read as follows: "b. The term of the loan is 55 years."
- 3. Section 1(c) of the Note is hereby amended and restated in its entirety to read as follows: "c. The Maturity Date is 55 years from the date on this Note shown above."
- 4. All of the terms, provisions and conditions of the Note, as amended, shall remain in full force and effect to the extent they are not modified herein; and the Note as modified hereby, shall continue in full force and effect.

5. Borrower and Lender agree to execute such other documents as may be necessary to implement the terms and provisions of this Modification, and the transaction evidenced thereby.
6. The Note, as amended by this Modification, may not be further amended except by an instrument in writing executed by each of the parties hereto.
7. This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Modification may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one agreement.

[Signatures on following pages]

SIGNATURE PAGE OF BORROWER

BORROWER:

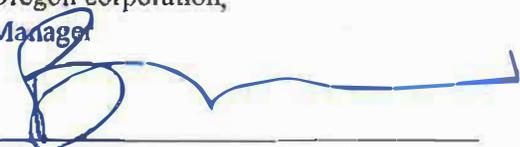
**GREEN LINE AFFORDABLE DEVELOPMENT
LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: 

Thomas B. Brenneke, President

SIGNATURE PAGE OF LENDER

LENDER:

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: _____
Authorized Representative

AFTER RECORDING RETURN TO:
Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

STATUTORY NOTICE:
The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: Clackamas County Community Development Division

Legal Description – Exhibit "A" Attached

FIRST AMENDMENT TO TRUST DEED, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), is made and entered into by and between GREEN LINE AFFORDABLE DEVELOPMENT LIMITED PARTNERSHIP, an Oregon limited partnership ("Grantor" and "Borrower"), and CLACKAMAS COUNTY, a political subdivision of the state of Oregon ("County"), and is effective upon signature of both parties.

RECITALS

A. Pursuant to that certain Loan Agreement by and between Borrower and the County dated as of January 8, 2021, the County agreed to extend to Borrower a loan in the maximum principal amount of Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00) (the "Loan").

B. The Loan is secured by a certain Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing granted by Grantor in favor of Fidelity National Title as Trustee for the benefit of County, dated April 9, 2021 and recorded in the Official Records of Clackamas County on April 9, 2021 as Document No. 2021-037061 (the "Trust Deed"). The Trust Deed encumbers the real estate more particularly described on Exhibit A attached hereto and made a part hereof.

C. Grantor and County mutually desire to amend the Trust Deed in accordance with the provisions set forth herein in order to reduce the Maturity Date on which the Note is due and payable in full from the date originally set forth in the Note to 55 years from the date of the Note pursuant to the terms set forth in that certain Modification to Note (“**Modification to Note**”) made between County and Borrower.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein, but not defined herein, shall have the meaning ascribed thereto in the Trust Deed, as amended.

2. **Amendment.** The third paragraph of the Trust Deed is hereby amended and restated in its entirety to read as follows:

“The loan is due and payable in full at the earliest of: (i) the Maturity Date which is exactly **fifty-five (55) years from the executed date of this Trust Deed** except as otherwise provided in the Loan Agreement, (ii) the date the property is sold, (iii) title is transferred, or (iv) the Borrower defaults on any of its obligations under the Loan Documents (see Article 5.01 below). The Initial HUD-required Period of Affordability shall be 20 years, without regard to the term of the loan or the transfer of ownership.”

3. **Deed of Trust.** Grantor acknowledges that it is still bound by the original Trust Deed, which remains in full force and effect in accordance with its respective terms except as modified herein. Except as expressly amended herein, all other terms and provisions of the Trust Deed remain in full force and effect. The lien of the Trust Deed is in no manner impaired hereby.

4. **Waiver.** No provision hereof shall constitute a waiver of any of the terms or conditions of the Trust Deed, other than those terms or conditions expressly amended hereby.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Trust Deed by their duly authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

BORROWER'S SIGNATURE PAGE TO FIRST AMENDMENT TO TRUST DEED,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING

"BORROWER"

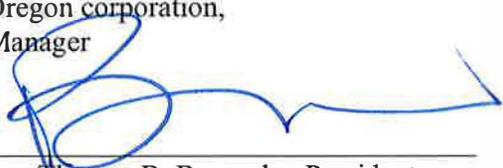
**GREEN LINE AFFORDABLE DEVELOPMENT
LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: 
Thomas B. Brenneke, President

STATE OF OREGON)
) ss:
COUNTY OF Multnomah)

The foregoing instrument was acknowledged before me this 26th day of August, 2021, by Thomas B. Brenneke, the President of Guardian Holding, Inc., the Manager of Guardian Real Estate Services LLC, the Manager of Guardian Development LLC, the Manager of GM Fuller Station LLC, the General Partner of Green Line Affordable Development Limited Partnership on behalf of said Partnership.


Notary Public for Oregon
My commission expires: January 15, 2023



COUNTY'S SIGNATURE PAGE TO FIRST AMENDMENT TO TRUST DEED,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE
FILING

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: _____
Authorized Representative

STATE OF OREGON)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by
_____, the Authorized Representative of Clackamas County, on behalf of said
County.

Notary Public for _____
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1
PARTITION PLAT NO. 2020-098
LEGAL DESCRIPTION

PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON.

ALSO BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1, PARTITION PLAT NO. 2020-098, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, SAID CLACKAMAS COUNTY; THENCE, ALONG THE WEST, NORTH, EAST AND SOUTH LINES OF SAID PARCEL 1 THE FOLLOWING SIX COURSES; NORTH 12°52'03" EAST A DISTANCE OF 172.23 FEET; THENCE, SOUTH 87°33'25" EAST A DISTANCE OF 490.03 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT 32.16 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 33°59'55" (THE CHORD OF WHICH BEARS SOUTH 47°44'41" EAST A DISTANCE OF 18.81 FEET) AN ARC DISTANCE OF 19.08 FEET; THENCE, SOUTH 09°17'39" EAST A DISTANCE OF 122.04 FEET; THENCE, SOUTH 02°28'43" WEST A DISTANCE OF 38.28 FEET; THENCE, NORTH 87°30'52" WEST A DISTANCE OF 560.44 FEET TO THE POINT OF BEGINNING.

MODIFICATION TO LOAN AGREEMENT

THIS MODIFICATION TO LOAN AGREEMENT ("**Modification**") is made by and between GREEN LINE AFFORDABLE DEVELOPMENT LIMITED PARTNERSHIP, an Oregon limited partnership ("**Borrower**"), and CLACKAMAS COUNTY, a political subdivision of the state of Oregon ("**Lender**"), and is effective upon signature of both parties.

Recitals

- A. The Borrower is the owner of a 100-unit low income housing tax credit project to be constructed on certain real property located in Clackamas County, Oregon, and to be known as Fuller Station (the "**Project**").
- B. The Borrower executed and delivered that certain Promissory Note dated January 8, 2021, in the original principal amount of Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00) (the "**Note**") pursuant to that certain Loan Agreement between Borrower and Lender dated January 8, 2021 (the "**Loan Agreement**").
- C. The Loan Agreement provides that the current outside maturity date of the Note is 60 years from the effective date ("**Maturity Date**").
- D. The parties desire to amend the Loan Agreement to reflect the decrease in the maturity date of the Note by five years.
- E. All capitalized terms not otherwise defined in this Modification shall have the same meanings ascribed thereto in the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

- 1. The foregoing recitals are hereby incorporated by reference as if set forth fully herein
- 2. Section 2(b)(i) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“The HOME Funds will be provided as a **0.0% interest deferred payment loan, with a maturity date of 55 years from the Effective Date**. Loan repayment, satisfaction, or conveyance shall not relieve Owner of any

performance, affordability or programmatic obligations and requirements of the HOME program.”

3. All of the terms, provisions and conditions of the Loan Agreement, as amended, shall remain in full force and effect to the extent they are not modified herein; and the Loan Agreement as modified hereby, shall continue in full force and effect.
4. Borrower and Lender agree to execute such other documents as may be necessary to implement the terms and provisions of this Modification, and the transaction evidenced thereby.
5. The Loan Agreement, as amended by this Modification, may not be further amended except by an instrument in writing executed by each of the parties hereto.
6. This Modification shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Modification may be executed in any number of counterparts and all counterparts shall be construed together and shall constitute but one agreement.

[Signatures on following pages]

SIGNATURE PAGE OF BORROWER

BORROWER:

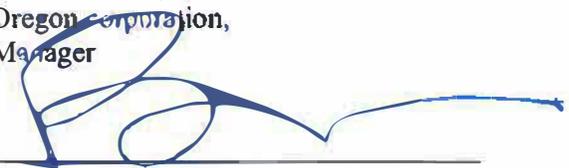
**GREEN LINE AFFORDABLE DEVELOPMENT
LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: GM Fuller Station LLC,
an Oregon limited liability company,
its General Partner

By: Guardian Development LLC,
an Oregon limited liability company,
its Manager

By: Guardian Real Estate Services LLC,
an Oregon limited liability company,
its Manager

By: Guardian Holding, Inc.,
an Oregon corporation,
its Manager

By: 

Thomas B. Brenneke, President

SIGNATURE PAGE OF LENDER

LENDER:

CLACKAMAS COUNTY,
a political subdivision of the State of Oregon

By: _____
Authorized Representative

September 23, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of H3S Community Development Division

HUD Grant Agreements for signature \$3,485,810 total HUD Funds No County General Funds

Purpose/Outcomes	Signatures on annual HUD Grant Agreements.
Dollar Amount and Fiscal Impact	\$2,286,218 in Community Development Block Grant (CDBG) funds, \$1,006,963 in HOME funds, and <u>\$ 192,629 in Emergency Solutions Grant (ESG) funds</u> \$3,485,810 total HUD grant funds
Funding Source	U.S. Department of Housing and Urban Development (HUD) grant funds. No County General Funds are involved.
Safety Impact	N/A
Duration	Effective July 1, 2021 and terminates on June 30, 2023
Previous Board Action	Public Hearing on April 8, 2021. BCC approval on May 6, 2021 and May 17.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build a strong infrastructure
Counsel Review	NA
Contact Person	Mark Sirois, CD Manager - (503)-351-7240 or marksir@clackamas.us
Contract No.	NA

BACKGROUND: The Board reviewed the funding recommendations on April 8, 2021 and provided a final approval to apply for these grant funds on May 6, 2021. The Board approved the increased CDBG 2021 grant amount of \$2,286,218 on May 17, 2021.

HUD sent Clackamas County a Grant Agreement Transmittal letter on August 6. See attached. This request is to authorize signature of the 3 grant agreements listed above. After signature, the grant agreements will be submitted to HUD to confirm acceptance.

RECOMMENDATION: We recommend the signature approval of these 3 HUD grants.

Respectfully submitted,

Mary Rumbaugh

Rodney, A. Cook, Director

Attachments:

- HUD Grant Agreement Transmittal
- 2021 CDBG Grant Agreement
- 2021 HOME Grant Agreement
- 2021 ESG Grant Agreement

Funding Approval/Agreement

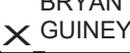
Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Clackamas County	3a. Grantee's 9-digit Tax ID Number 936002286	3b. Grantee's 9-digit DUNS Number 096992656
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 2051 Kaen Rd Oregon City, OR 97045-4035	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2021	
	5a. Project/Grant No. 1 B-21-UC-41-0001	6a. Amount Approved \$2,286,218
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Bryan G. Guiney		Grantee Name (Contractual Organization) Clackamas County (Clackamas County)	
Title CPD Director		Title	
Signature BRYAN GUINEY 	Date (mm/dd/yyyy) 08/06/2021	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 05/11/2021	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 08/06/2021	
		9c. Date of Start of Program Year (07/01/2021)	
11. Amount of Community Development			
Block Grant		FY 2021	
a. Funds Reserved for this Grantee		\$2,286,218	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Clackamas County 2051 Kaen Rd Oregon City, OR 97045-4035
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address Clackamas County 2051 Kaen Road Oregon City, OR 97045-4035	2. Grant Number (Federal Award Identification Number (FAIN)) M21-UC410201				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a. Tax Identification Number 936002286</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS) 096992656</td> </tr> <tr> <td>4. Appropriation Number 861/40205</td> <td>5. Budget Period Start and End Date FY 2021 through FY 2029</td> </tr> </table>	3a. Tax Identification Number 936002286	3b. Unique Entity Identifier (formerly DUNS) 096992656	4. Appropriation Number 861/40205	5. Budget Period Start and End Date FY 2021 through FY 2029
3a. Tax Identification Number 936002286	3b. Unique Entity Identifier (formerly DUNS) 096992656				
4. Appropriation Number 861/40205	5. Budget Period Start and End Date FY 2021 through FY 2029				
6. Previous Obligation (Enter "0" for initial FY allocation)					
a. Formula Funds	\$				
b. Community Housing Development Org. (CHDO) Competitive	\$				
7. Current Transaction (+ or -)					
\$1,006,963					
a. Formula Funds	\$1,006,963				
1. CHDO (For deobligations only)	\$				
2. Non- CHDO (For deobligations only)	\$				
b. CHDO Competitive Reallocation or Deobligation	\$				
8. Revised Obligation					
\$					
a. Formula Funds	\$				
b. CHDO Competitive Reallocation	\$				
9. Special Conditions (check applicable box)					
<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached					
10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 08/06/2021					
11. Indirect Cost Rate*					
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>			
—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.		
—	—%				
—	—%				
—	—%				
12. Period of Performance		Date in Box #10 - 09/01/2029			

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Bryan G. Guiney, CPD Director	14. Signature BRYAN GUINEY <small>Digitally signed by BRYAN GUINEY Date: 2021.08.06 11:18:53 -0700'</small>	15. Date 08/06/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature X	18. Date

19. Check one:

Initial Agreement Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/40205	HMF (J)	\$1,000,231
2020	860/30205	HMF (H)	\$6,097
2019	869/20205	HMF (G)	\$ 635

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

**U.S. Department of Housing and Urban
 Development**
 Office of Community Planning and Development

1. Recipient Name and Address Clackamas County 2051 Kaen Road Oregon City, OR 97045-4035		2. Unique Federal Award Identification Number: E-21-UC-41-0001	
		3. Tax Identification Number: 936002286	
		4. Unique Entity Identifier (DUNS): 096992656	
5. Fiscal Year (yyyy): 2021			
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$192,629	
8. Total Amount of Federal Funds Obligated		\$192,629	
9. Total Required Match			
10. Total Amount of Federal Award Including Match			
11. Start Date of Recipient's Program Year (mm/dd/yyyy) 07/01/2021		12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 05/11/2021	13. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 08/06/2021
14. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 08/06/2023	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-21-02 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-21-02, under the condition that the costs are otherwise allowable and were incurred on or after the dates listed in box 11 and box 12 or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Bryan G. Guiney, CPD Director		18. Signature BRYAN X GUINEY <small>Digitally signed by BRYAN GUINEY Date: 2021.08.06 11:06:39 -0700'</small>	19. Date (mm/dd/yyyy) 08/06/2021
20. For the Recipient (Name and Title of Authorized Official)		21. Signature X	22. Date (mm/dd/yyyy)

Funding Information (HUD Accounting Use Only):

PAS Code: 21HAES
 Appropriation: 00192
 Appro Symbol: H

Region: 10
 Office: (Portland)

Program Code: SOE
 Allotment: 868

Special Conditions and Requirements for FY 2021 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Special Conditions and Requirements for FY 2021 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

September 23, 2021

Board of County Commissioners,
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority
Covid-19 Vaccination Operations Maximum Contract Value to \$1,200,000 Funded through
OHA – No County General Funds are involved

Purpose/Outcomes	Amendment #01 provides additional funding for COVID Vaccination Services
Dollar Amount and Fiscal Impact	Adds \$200,000. bringing the Maximum Contract Value to \$1,200,000.
Funding Source	This is funded by OHA No County General Funds are involved
Duration	December 1, 2020 through December 31, 2021
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously viewed this Agreement on June 20, 2021
Counsel Review	County counsel has reviewed and approved this document on August 25, 2021 AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5456
Contract No.	10156-01

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to an Intergovernmental Agreement (IGA) with Oregon Health Authority for vaccination operations.

Amendment #01 adds \$200,000. Bringing the Maximum Contract Value to \$1,200,000.

Recommendation

We recommend the Board of County Commissioners approve this Amendment.

Respectfully submitted

Mary Rumbaugh

Rodney A. Cook, Director
Health, Housing, and Human Services

Agreement Number 170117

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **1** to Agreement Number **170117** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045-4035
Attn: Philip Mason-Joyner
Phone: (503) 742-5300
Email: PMason@clackamas.us;
Karen Webb: KWebb@clackamas.us

hereinafter referred to as “County.”

1. Upon approval of this Amendment by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party.
2. The Agreement is hereby amended as follows:
 - a. The contact information for OHA listed on Page 1 is deleted and replaced with the following:

Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Cara Biddlecom or delegate
Telephone: 971-673-1222
E-mail address: cara.m.biddlecom@dhsaha.state.or.us

- b. **Section 1. Effective Date and Duration** is amended to change the expiration date of the Agreement to **December 31, 2021**.
 - c. Section 2.6 of Exhibit A, Part 1 Statement of Work is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 4, ~~3~~. Reporting Requirements.*)

- d. **Section 3. Consideration** is amended to increase the maximum compensation payable under this Agreement from \$1,000,000 to **\$1,200,000**.
- e. **Section 3. Reporting Requirements of Exhibit A, Part 1 – Statement of Work** is renumbered as Section 4. and amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

3.4. Reporting Requirements

To support County’s invoices County shall collect the following reports and submit them to ohacovid.fema@dhsosha.state.or.us as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
Project outcome reports	County’s summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30 <u>December 31</u> , 2021	The 15 th day of the month following the Report Period
Cost - expenditure reports	County’s cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access. In addition, County shall complete and submit any required FEMA cost – expenditure reports that OHA provides County for completion.	December 1, 2020 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30 <u>December 31</u> , 2021	The 15 th day of the month following the Report Period

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type	Reimbursement Request	
<input type="checkbox"/> Staff time for management, coordination, planning	\$	
<input type="checkbox"/> Staff time for volunteer recruitment, management	\$	
<input type="checkbox"/> Staff time for outreach and/or communications	\$	
<input type="checkbox"/> Staff time for quality assurance and improvement	\$	
<input type="checkbox"/> Staff time for greeters, registration, patient flow	\$	
<input type="checkbox"/> Staff time for public health reporting, data entry	\$	
<input type="checkbox"/> Workforce recruitment and training	\$	
<input type="checkbox"/> Volunteer mileage, parking, per diem	\$	
<input type="checkbox"/> Public education campaigns	\$	
<input type="checkbox"/> Translation services and/or capabilities	\$	
<input type="checkbox"/> Vaccine site space rental	\$	
<input type="checkbox"/> Scheduling planning and technology solutions	\$	
<input type="checkbox"/> Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage	\$	
<input type="checkbox"/> Security services	\$	
<input type="checkbox"/> Transportation for patients and/or workforce	\$	
<input type="checkbox"/> Transport of vaccine and/or supplies	\$	
<input type="checkbox"/> Legal and compliance services	\$	
<input type="checkbox"/> EMS on-site (note – cannot include cost of treatment)	\$	
<input type="checkbox"/> Additional expenses approved by OHA in writing (list additional expense types).	\$	
	TOTAL REQUEST	\$

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.

- f. Section 2. Travel and Other Expenses of Exhibit A, Part 2 Payment and Financial Reporting is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- 2. Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section ~~3~~ **4**. Reporting Requirements or approved in writing by OHA.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements of Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- d. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via email by Jeff Wahl, AAG
Department of Justice

July 2, 2021 & July 30, 2021
Date

OHA Program Review:

Via email by Cara Biddlecom
Authorized Signature

Cara Biddlecom
Printed Name

*Deputy Public Health &
Policy & Partnerships Director*
Title

July 1, 2021 & July 30, 2021
Date