



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

BOARD OF DIRECTORS MEETING AGENDA

Date: March 15, 2023
Time: 6:00 p.m.
Location: Concord Property (3811 SE Concord Rd, Milwaukie, OR 97267) – Meeting Room
Or join virtually (via Zoom):
https://clackamascounty.zoom.us/webinar/register/WN_bJuSORDaTq2x5eiJix9i5A

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PRESENTATION *(Following are items of interest to the residents of the District)*

- a. Report on Second Quarterly Financial Report
- b. Report from the Chair of the District Advisory Committee (10 minutes)

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

- a. Oak Lodge Library Land Discussion

4. CONSENT AGENDA *(The following Items are considered routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

- a. Approval of Meeting Minutes from December 7, 2022 NCPRD Board Meeting
- b. Approval of an Intergovernmental Grant Agreement with the State of Oregon for kitchen improvements at Milwaukie Community Center. Grant value is \$20,000. Funding is through Oregon Department of Human Services. No County General Funds are involved.
- c. Approval of an Intergovernmental Grant Agreement with the State of Oregon for external security enhancements at the Milwaukie Community Center. Grant value is \$25,000 for 1 year. Funding is through Oregon Department of Human Services. No County General Funds are involved.
- d. Approval of an Addendum to Lease Agreement with Cascade Heights Charter School for Clackamas Elementary School Buildings and Grounds. Addendum value is \$147,746 for 1 year, lease value is \$819,720 for 6.25 years. Funding is through lessee. No County General Funds are involved.

5. DISTRICT ADMINISTRATOR & DISTRICT DIRECTOR UPDATE

6. PUBLIC COMMENTS *(The Chair of the Board will call for statements from people regarding issues relating to District governance. It is the intention that this portion of the agenda shall be limited to items of District business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

7. BOARD COMMUNICATIONS

8. ADJOURN

(This Page Intentionally Left Blank)

North Clackamas Parks & Recreation District
Quarterly Financial Report Summary – Quarter 2
July – December 2022

General Fund – Fund 213

The FY 21-22 audit is complete and the beginning fund balance has come in slightly lower than anticipated. This is due to an accounting correction for the American Rescue Plan Act revenue. We had originally included it in FY 21-22, which would affect the beginning fund balance of FY 22-23. However, we subsequently learned that we need to post this revenue at the same time as the expenditure (accounting principle of “matching”). Since these funds are being used to offset FY 22-23 payroll costs, they will be shown as current revenue in FY 22-23.

The majority of property tax revenue is received between November and January. As of December 31, 2022, we have received 91% of budgeted property tax revenue. Other revenues during Q2 include Aquatic Park and Sports activities, the Clackamas Elementary lease, and donation and grant revenue for our Nutrition program. Expenditures should be about 50% of budget for Q2, but will fluctuate because of the nature of our programs.

General Fund – Fund 213	
Beginning Fund Balance*	10,281,162
Current Revenues	8,982,873
Current Expenditures	(4,042,516)
Transfers to Other Funds	(17,022)
Ending Fund Balance (as of 12/31/22)	15,504,497

SDC Funds – Fund 281, 282, 283

These are special revenue funds and account for the system development charges on new residential and commercial development in each Zone. Fund resources are transferred to the Capital Projects Fund on a reimbursement basis for construction of specific capital projects within each zone. Revenues include SDCs and interest. Through the end of December, transfers for capital projects totaling \$111,925 were completed: \$23,222 for work related to the SDC Methodology project and \$88,703 for work related to the Milwaukie Bay Park project. A 2% fee for the collection of SDCs is collected and expensed for quarterly. A total of \$2,065 was collected and expensed for that fee through Q2.

SDC Fund 281 (Zone 1)	
Beginning Fund Balance*	
City of Milwaukie	1,943,689
UGMA	4,058,228
Current Revenues	
City of Milwaukie	26,668
UGMA	43,737
Current Expenditures	
City of Milwaukie	(3,998)
UGMA	(101,223)
Ending Fund Balance (as of 12/31/22)	
City of Milwaukie	1,966,359
UGMA	4,000,742

SDC Fund 282 (Zone 2)	
Beginning Fund Balance*	2,420,725
Current Revenues	67,648
Current Expenditures	(6,943)
Ending Fund Balance (as of 12/31/22)	2,481,430

SDC Fund 283 (Zone 3)	
Beginning Fund Balance*	2,480,457
Current Revenues	13,342
Current Expenditures	(3,408)
Ending Fund Balance (as of 12/31/22)	2,490,391

Asset Development – Fund 480

The asset development fund accounts for capital projects and capital repair and replacement. Revenues include system development charges, grants, and transfers from other funds, which are designated for the construction of specific capital projects and/or capital asset repair and replacement. The beginning fund balance is comprised of remaining property disposition proceeds, balance of the capital repair & replacement account (formerly funded by a transfer from the general fund), and a grant specifically for a project at North Clackamas Park. Revenues through December 31, 2022 include transfers in from SDC's, General Fund and interest.

Expenditures include:

- \$137,817 for the Milwaukie Bay Park project
- \$101,057 for the Concord Property project
- \$26,626 for the SDC Methodology project
- \$64,500 spent on adding mulch to parks and replace safety chips at playgrounds
- \$40,424 fire alarm panel replacement at the Aquatic Park
- \$9,559 Alma Myra trail repair and pollinator habitat restoration
- \$5,175 Concord bathroom renovation
- \$4,228 Trolley Trail repair and maintenance
- \$1,546 tree planting and ice storm repairs
- \$1,175 updating gas powered equipment with electric
- \$1,103 Investment fees

Asset Development Fund	
Beginning Fund Balance*	7,482,280
Current Revenues	136,195
Current Expenditures	(393,210)
Ending Fund Balance (as of 12/31/22)	7,225,265

*Beginning fund balances are shown here and on corresponding reports for informational purposes, actual posting to financial software is still in process.

Please note: amounts may not match corresponding reports due to rounding.

North Clackamas Parks & Recreation District
Revenue & Expenditure Report
July 1, 2022 - December 31, 2022
General Fund - Fund 213

Account	Description	Budget	1st Qtr	2nd Qtr	YTD Actuals	Balance	% Used
Revenues:							
30110	Restricted Beginning Fund Bala	11,792,505	-	-	10,281,162	1,511,343	87%
31110	Current Year RE Taxes & Penalt	6,865,900	4,798	6,240,197	6,244,994	620,906	91%
31120	Delinquent Taxes	131,000	14,459	36,246	50,705	80,295	39%
31130	Interest & Penalties-Property	20,000	2,982	2,825	5,807	14,193	29%
33140	Federal Operating Grants	-	606,399	567,734	1,174,133	(1,174,133)	0%
33150	State Operating Grants	4,750	-	4,750	4,750	-	100%
33160	Local Operating Grants	223,900	125,625	40,556	166,181	57,719	74%
33170	Program Income	8,500	1,712	1,450	3,162	5,338	37%
33290	Payments In Lieu Of Taxes	1,000	-	-	-	1,000	0%
34110	Admission Fees	542,640	111,080	205,021	316,101	226,539	58%
34150	Aquatic Park Fees	623,000	285,849	173,979	459,828	163,172	74%
34200	Charges for Services to Other	343,000	73,603	103,335	176,938	166,062	52%
34230	Concessions	10,000	2,373	1,789	4,162	5,838	42%
34440	Park and Recreation Fees	233,000	57,020	66,105	123,125	109,875	53%
34510	Registration Fees	35,250	5,051	2,997	8,048	27,202	23%
34530	Sales	15,000	6,617	5,354	11,971	3,029	80%
34610	User Fees	33,100	6,444	3,726	10,170	22,930	31%
36110	Interest Income	74,000	39,352	2,659	42,011	31,989	57%
38110	Contributions & Donations	161,000	28,580	46,705	75,285	85,715	47%
38150	Rent & Lease Income	161,550	53,387	41,955	95,342	66,208	59%
39110	Transfers In From Other Funds	549,020	10,159	-	10,159	538,861	2%
Total Revenue		21,828,115	1,435,491	7,547,383	19,264,035	2,564,080	83%
Expenditures:							
42010	Advertising/Marketing	80,140	23,837	11,103	34,940	45,200	44%
42030	Banking & Merchant Fees	29,200	10,465	7,143	17,608	11,592	60%
42080	Dues & Memberships	-	1,510	10,140	11,650	(11,650)	0%
42100	Fees	14,000	2,389	-	2,389	11,611	17%
42110	Fees - Permits	7,850	111	5,921	6,031	1,819	77%
42150	Insurance - Liability	65,480	16,370	16,370	32,740	32,740	50%
42220	Office Supplies	11,300	2,703	1,877	4,580	6,720	41%
42240	Postage/Shipping	12,300	77	3,352	3,430	8,870	28%
42250	Printing & Copies	48,850	9,150	7,391	16,541	32,309	34%
42270	Publications & Subscriptions	18,750	168	1,658	1,826	16,924	10%
42310	Telephone & Internet	78,680	26,016	16,057	42,073	36,607	53%
42320	Training & Development	38,780	12,997	2,199	15,196	23,584	39%
42330	Transportation - Mileage	12,970	519	1,524	2,043	10,927	16%
42340	Transportation - Other	-	20	28	48	(48)	0%
42350	Travel - Lodging Airfare Other	-	8,008	2,880	10,888	(10,888)	0%
42360	Travel - Per Diem	19,450	794	4,026	4,819	14,631	25%
42390	Utilities	32,610	6,683	8,991	15,674	16,936	48%
42400	Utilities - Electricty	163,900	26,615	38,230	64,845	99,055	40%
42410	Utilities - Gas	112,130	12,297	17,913	30,210	81,920	27%
42420	Utilities - Sewer	48,250	11,111	13,024	24,135	24,115	50%

42430	Utilities - Water	187,220	35,785	75,418	111,203	76,017	59%
42440	Uniforms Clothing Expense	12,900	5,700	1,800	7,500	5,400	58%
43100	Professional Services	283,500	16,095	13,132	29,226	254,274	10%
43130	Audit & Financial Services	29,500	665	29,300	29,965	(465)	102%
43140	Consulting Services	15,000	-	-	-	15,000	0%
43160	Contract Employees	7,216,889	1,372,273	1,395,164	2,767,437	4,449,452	38%
43240	Legal Services	15,000	8,290	3,794	12,084	2,916	81%
43280	Other Contracted Services	654,500	121,201	104,818	226,019	428,481	35%
43290	Preemployment Services	5,200	866	911	1,777	3,423	34%
44100	Supplies	-	-	223	223	(223)	0%
44110	Chemicals	42,000	11,926	7,920	19,846	22,154	47%
44120	Computer < \$5K	36,870	585	3,654	4,239	32,631	11%
44130	Cost of Goods Sold	10,000	2,272	8,848	11,120	(1,120)	111%
44140	Equipment & Furnishings < \$5K	12,150	160	2,021	2,181	9,969	18%
44150	Fuel	40,700	14,215	8,033	22,248	18,452	55%
44160	Food (Jail Housing Senior Cen	117,700	35,522	41,476	76,998	40,702	65%
44170	Hospitality Event Supplies	40,750	5,155	2,914	8,069	32,681	20%
44240	Program Materials & Supplies	154,300	26,670	17,032	43,702	110,598	28%
44250	Shop Supplies	171,000	25,499	17,142	42,641	128,359	25%
44260	Safety Equipment & Supplies	6,700	1,291	355	1,646	5,054	25%
44270	Signage	8,250	-	678	678	7,572	8%
44280	Small Tools & Equipment < \$5K	33,300	4,454	1,607	6,062	27,238	18%
44290	Software (Owned) < \$5K	2,200	-	-	-	2,200	0%
45120	Building Maintenance	58,000	13,306	6,772	20,078	37,922	35%
45160	Equipment Maintenance	22,900	3,236	8,536	11,772	11,128	51%
45200	Park Maintenance	6,000	686	261	947	5,053	16%
45260	Vehicle Repair & Maintenance	24,300	5,893	2,873	8,766	15,534	36%
46110	Leases - Copier	-	1,859	2,213	4,072	(4,072)	0%
46120	Leases - Software (Saas)	29,300	-	915	915	28,385	3%
46150	Leases - Office	97,310	31,988	24,231	56,219	41,091	58%
46200	Leases - Vehicle Rental	4,600	1,150	767	1,917	2,683	42%
47100	Cost Allocation - Finance	133,050	33,262	33,262	66,525	66,525	50%
47140	Cost Allocation - Tech Service	129,250	32,312	32,312	64,625	64,625	50%
47150	Cost Allocation - PGA	22,730	5,683	5,683	11,365	11,365	50%
47160	Cost Allocation - Rec Mgmt	1,990	497	497	995	995	50%
47170	Cost Allocation - HR	68,190	17,047	17,047	34,095	34,095	50%
47180	Cost Allocation - County Admin	18,150	4,538	4,538	9,075	9,075	50%
48120	Building Improvements	-	-	1,094	1,094	(1,094)	0%
Operating Budget		10,506,039	2,011,922	2,047,068	4,042,516	6,463,523	38%
47750	Transfers To Other Funds	8,948,406	17,022	-	17,022	8,931,384	0%
Transfers		8,948,406	17,022	-	17,022	8,931,384	0%
49997	Contingency	2,373,670	-	-	-	2,373,670	0%
Contingency		2,373,670	-	-	-	2,373,670	0%
Unappropriated Ending Fund Bal		-	-	-	-	-	0%
Total Expenditures		21,828,115	2,041,215	2,047,068	4,059,538	17,768,577	19%
Revenues Surplus/(Deficit)		-	(631,072)	5,500,315	15,204,497	(15,204,497)	

Note: numbers may not foot due to rounding

North Clackamas Parks & Recreation District
Revenue & Expenditure Report
July 1, 2022 - December 31, 2022
SDC Zone 1 - Fund 281

Account	Description	Budget	1st Qtr	2nd Qtr	YTD Actuals	Balance	% Used
Revenues:							
30110	Restricted Beginning Fund Bala						
	City of Milwaukie	1,783,690	-	-	1,943,689	(159,999)	109%
	UGMA	3,714,780	-	-	4,058,228	(343,448)	109%
34430	Miscellaneous Fees - UGMA	15,000	203	473	676	14,324	5%
34590	System Development Charges					-	
	City of Milwaukie	93,490	-	22,388	22,388	71,102	24%
	UGMA	89,840	10,097	23,290	33,387	56,453	37%
36110	Interest Income					-	
	City of Milwaukie	5,000	4,280	-	4,280	720	86%
	UGMA	20,000	9,613	61	9,674	10,326	48%
Total Revenue		5,721,800	24,194	46,212	6,072,323	(350,523)	106%
Expenditures:							
42100	Fees						
	City of Milwaukie	1,200	270	-	270	930	23%
	UGMA	19,800	804	473	1,278	18,522	6%
Operating Budget		21,000	1,075	473	1,548	20,210	4%
47750	Transfers To Other Funds						
	City of Milwaukie	135,860	3,728	-	3,728	132,132	3%
	UGMA	2,980,380	99,945	-	99,945	2,880,435	3%
Transfers		3,116,240	103,673	-	103,673	3,012,567	3%
49999	Reserve - Designated						
	City of Milwaukie	1,745,120	-	-	-	1,745,120	0%
	UGMA	839,440	-	-	-	839,440	0%
Reserve		2,584,560	-	-	-	2,584,560	0%
Total Expenditures		5,721,800	104,748	473	105,221	5,617,337	2%
Revenues Surplus/(Deficit)			-	(80,554)	45,739	5,967,102	(5,967,859)

Note: numbers may not foot due to rounding

North Clackamas Parks & Recreation District
Revenue & Expenditure Report
July 1, 2022 - December 31, 2022
SDC Zone 2 - Fund 282

Account	Description	Budget	1st Qtr	2nd Qtr	YTD Actuals	Balance	% Used
Revenues:							
30110	Restricted Beginning Fund Bala	2,348,750	-	-	2,420,725	(71,975)	103%
34430	Miscellaneous Fees	5,000	622	614	1,236	3,764	25%
34590	System Development Charges	350,340	30,656	30,106	60,761	289,579	17%
36110	Interest Income	12,000	5,651	-	5,651	6,349	47%
Total Revenue		2,716,090	36,928	30,720	2,488,373	227,717	92%
Expenditures:							
42100	Fees	8,000	972	614	1,586	6,414	20%
Operating Budget		8,000	972	614	1,586	6,414	20%
47750	Transfers To Other Funds	888,820	5,357	-	5,357	883,463	1%
Transfers		888,820	5,357	-	5,357	883,463	1%
49999	Reserve - Designated	1,819,270	-	-	-	1,819,270	0%
Reserve		1,819,270	-	-	-	1,819,270	0%
Total Expenditures		2,716,090	6,329	614	6,943	2,709,147	0%
Revenues Surplus/(Deficit)		-	30,599	30,106	2,481,430	(2,481,430)	

Note: numbers may not foot due to rounding

North Clackamas Parks & Recreation District
Revenue & Expenditure Report
July 1, 2022 - December 31, 2022
SDC Zone 3 - Fund 283

Account	Description	Budget	1st Qtr	2nd Qtr	YTD Actuals	Balance	% Used
Revenues:							
30110	Restricted Beginning Fund Bala	2,441,120	-	-	2,480,457	(39,337)	102%
34430	Miscellaneous Fees	5,000	-	153	153	4,847	3%
34590	System Development Charges	123,640	-	7,482	7,482	116,158	6%
36110	Interest Income	12,000	5,707	-	5,707	6,293	48%
Total Revenue		2,581,760	5,707	7,635	2,493,799	87,961	97%
Expenditures:							
42100	Fees	8,000	360	153	513	7,757	6%
Operating Budget		8,000	360	153	513	7,757	6%
47750	Transfers To Other Funds	99,160	2,895	-	2,895	96,265	3%
Transfers		99,160	2,895	-	2,895	96,265	3%
49999	Reserve - Designated	2,474,600	-	-	-	2,474,600	0%
Reserve		2,474,600	-	-	-	2,474,600	0%
Total Expenditures			3,255	153	3,408	2,578,622	0%
Revenues Surplus/(Deficit)			-	2,452	2,490,391	(2,490,661)	

Note: numbers may not foot due to rounding

North Clackamas Parks & Recreation District
Revenue & Expenditure Report
July 1, 2022 - December 31, 2022
Asset Development - Fund 480

Account	Description	Budget	1st Qtr	2nd Qtr	YTD Actuals	Balance	% Used
Revenues:							
30110	Restricted Beginning Fund Bala	7,543,570	-	-	7,482,280	61,290	99%
33120	State Capital Grants	675,000	-	-	-	675,000	0%
33130	Local Capital Grants	1,000,000	-	-	-	1,000,000	0%
33140	Federal Operating Grants	275,000	-	-	-	275,000	0%
36110	Interest Income	41,000	17,407	-	17,407	23,593	42%
38110	Contributions & Donations	50,000	-	-	-	50,000	0%
39110	Transfers In From Other Funds	12,503,606	118,788	-	118,788	12,384,818	1%
Total Revenue		22,088,176	136,195	-	7,618,475	14,469,701	34%
Expenditures:							
42100	Fees	10,000	1,103	-	1,103	8,897	11%
43100	Professional Services	-	-	-	-	-	0%
44240	Program Materials & Supplies	-	-	1,463	1,463	(1,463)	0%
44270	Signage	45,000	-	-	-	45,000	0%
44280	Small Tools & Equipment < \$5K	30,000	-	-	-	30,000	0%
48120	Building Improvements	193,000	4,228	42,121	46,348	146,652	24%
48150	Construction	14,089,904	159,681	106,030	265,711	13,824,193	2%
48160	Equipment & Furnishings > \$5K	-	-	1,175	1,175	(1,175)	0%
48190	Land Acquisition	47,000	-	-	-	47,000	0%
48200	Land Improvements	105,000	64,500	9,104	73,604	31,396	70%
48210	Leasehold Improvements	-	-	3,805	3,805	(3,805)	0%
48230	Vehicles	24,700	-	-	-	24,700	0%
Operating Budget		14,544,604	229,511	163,697	393,209	14,151,395	3%
49999	Reserve - Designated	7,543,572	-	-	-	7,543,572	0%
Reserve		7,543,572	-	-	-	7,543,572	0%
Total Expenditures							
Total Expenditures		22,088,176	229,511	163,697	393,209	21,694,967	2%
Revenues Surplus/(Deficit)							
Revenues Surplus/(Deficit)		-	(93,316)	(163,697)	7,225,266	(7,225,266)	

Note: numbers may not foot due to rounding

(This Page Intentionally Left Blank)



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Michael Bork, NCPRD Director

March 15, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

**Approval to Pursue Lease or Sale Option of Land for Oak Lodge Library
at Concord Community Center**

Previous Board Action/Review	12/7/2022 – Board of Directors meeting: Report on Land Lease agreement between NCPRD and the Library District at the Concord Site		
Performance Clackamas	Build public trust through good government		
Counsel Review	JM 3/8/2023	Procurement Review	No
Contact Person	Michael Bork	Contact Phone	971-610-1036

EXECUTIVE SUMMARY: The Concord Task Force – created by the Board – selected the Concord property for the new library. The library site on the property was initially part of the original master plan and was attached to the school. Based on financial concerns, the design was changed to a detached library on the same site. The library building is planned to be a single story of approximately 15,000 square feet. The NCPRD-owned Concord property was recently appraised. The land value is approximately \$370,000 per acre. The library footprint is roughly 0.34 of an acre. The minimum land value would be \$125,800 without accounting for any setback or additional exclusive use areas for the library.

The new Oak Lodge Library will be sited on the Concord School property, owned by NCPRD. The Board of County Commissioners has just recently voted to fund the balance of costs necessary to construct the library.

Respectfully submitted,

Michael Bork
NCPRD Director



Oak Lodge Library Disposition of Property

Issue

The new Oak Lodge Library will be sited on the Concord School property, owned by NCPRD. The Board of County Commissioners has just recently voted to fund the balance of costs necessary to construct the library. The issue for discussion is the best way to address ownership of the land needed for the library.

Background

The Concord Task Force – created by the Board – selected the Concord property for the new library. The library site on the property was initially part of the original master plan and was attached to the school. Based on financial concerns, the design was changed to a detached library on the same site. The library building is planned to be a single story of approximately 15,000 square feet. The NCPRD owned Concord property was recently appraised. The land value is approximately \$370,000 per acre. The library footprint is roughly .34 of an acre. The minimum land value would be \$125,800 without accounting for any setback or additional exclusive use areas for the library.

Options for Consideration (not in any order)

Ground Lease: NCPRD and the County could enter into a long term ground lease for the land necessary to construct the library.

The basic terms of such a lease must cover rent and the eventual disposition of the building. Should the lease include minimal rent payment to NCPRD, then this loss of use of the library parcel by NCPRD could be offset by an earlier transfer of ownership to NCPRD.

In any event, County ownership of the library building would need to be for a term of at least 25 years as required in the grant documents; however, a longer term of at least 50 years could be done depending upon an equitable balance between rent payments and the property value itself.

Any ground lease would be drafted to remain in effect in the event NCPRD were to become an independent parks and recreation district. Likewise, the agreement could be drafted to allow for a successor lessee to continue to operate the library during the term of the lease should a new city incorporate and desire to provide library services in the Oak Lodge Library Service Area. The agreement would place restrictions on the use of the library building so that the uses are compatible with the NCPRD uses on the property.



Land Acquisition: The County could purchase a portion of the property large enough to accommodate the library building.

Similar to a ground lease restrictions could be placed on the use of the property so that future uses of the library building do not conflict with NCPRD uses of the property. The uses on the property of a library, administrative offices, and community center are all regulated under the County ZDO. If the parcel were to go through a lot line adjustment process each lot will have set back requirements that may require more land for the library than necessary for operations. This larger land requirements of a purchase may impact other planned uses at the property by NCPRD. The cost for acquisition of the land was not included in estimates relied upon by the Board of County Commissioners when they voted to fund the balance of funds necessary to construct the library.

Advantages/Disadvantages

Both options have advantages and disadvantages as summarized below:

	Lease	Land Sale
Advantages	<p>A ground lease allows for the County and NCPRD to define the minimal amount of land necessary to construct and operate the library. This may be advantageous to allow for more uses on this parcel.</p> <p>In the near term a lease requires less cost and land to construct the Library.</p> <p>Library District Revenue for Oak Lodge may be used for lease payments.</p> <p>NCPRD retains ownership of the entire parcel providing potential benefits in the future.</p>	<p>Avoid a potential unplanned sale of the building should the ground lease be terminated.</p> <p>If the Concord property were partitioned and a parcel sold for the Library, it may cost more and take more time, but would allow each party more independence in their future needs for the property.</p>
Disadvantages	<p>A potential drawback to a ground lease is in the event NCPRD needs to sell the Concord property the library may lose the benefit of the shared spaces, or the lease could be terminated and NCPRD or the new owner would purchase the library building.</p> <p>The County library operations potentially has less flexibility with a lease.</p>	<p>The County has not budgeted to purchase a parcel for the Oak Lodge Library and this will impact the costs to construct the library. Library District funds cannot be used for the purchase.</p>

General

With either a lease or a land sale there are uncertainties about what will happen should NCPRD become independent, need to sell the property, or a new city incorporates. These situations as discussed above can be accommodated in any agreement to reach an equitable solution. With either option the value of the land used



should be accounted for to make NCPRD whole. In short, although we can balance the benefits and costs of either choice in the agreement, the differences between the choices require us to decide: Is it more important to have the library constructed as soon as possible at an attainable cost? Or, do the parties require long term independence to allow greater flexibility in the future?

Finally, both options will require a conditional use permit through our County Planning Department. The details of what may be required in this permit will vary depending upon the final design, size, location on the property, parking and other requirements and impacts associated with the library. In all scenarios the County would be responsible for all costs to construct and operate the library, and for shared uses of the NCPRD portions of the Concord property itself.

Feedback from Community

County staff convened a meeting of the Concord Task Force, NCPRD District Advisory Committee and Library Advisory Board. The purpose of the meeting was to seek stakeholder input.

Attendees

Members of Concord Advisory Task Force, Library Advisory Board and NCPRD District Advisory Committee

Grover Bornefeld	Deborah Bokowski	Nancy Eichsteadt
Anatta Blackmarr	Muciri Gatimu	Mark Elliot
Kim Parmon	Dominic Cortinas	Kristi Switzer
Gary Bokowski	Doug Jones	David Gilman
Ron Campbell		

County Representatives

Commissioner Paul Savas	Jessica Stead	Sarah Eckman
Mitzi Olson	Cindy Becker	Jeff Munns
Mike Bork	Jason Varga	Ellen Rogalin

General Comments from Committee Members

- Agreement that whatever is decided should not delay construction
- Make sure the amount of park land is not reduced
- Some prefer leasing; most appeared to support purchasing
- Two purchase options were discussed: traditional and condominium plat. Some preferred the condominium option because it only involves the land directly under the structure.
- Since NCPRD received the property at a reduced price, any sale should be at a reduced price.
- Whatever is worked out should be fair to both the County and NCPRD.
- Have language in either a lease or purchase agreement that addresses their respective concerns.
- By starting with a short-term lease while the County works out the process to purchase the property, the construction timeline could keep moving forward (County Counsel)

(This Page Intentionally Left Blank)



Date: Wednesday, December 7, 2022
Time: 6:00 p.m. – 8:00 p.m.
Location: Concord Property (3811 SE Concord Rd, Oak Grove, OR 97267 – Meeting Room or virtually (via Zoom))

This meeting was recorded and the video is available on the NCPRD website at <https://ncprd.com/public-meetings/meeting-minutes>
These minutes document action items approved at the meeting

PRESENT:

NCPRD Board Chair Tootie Smith
NCPRD Board Director Sonya Fischer
NCPRD Board Director Paul Savas
NCPRD Board Director Martha Schrader (Virtually)
NCPRD Board Director Mark Shull
District Administrator Gary Schmidt
Clackamas County Counsel Jeffery Munns
NCPRD Director Michael Bork

1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

2. PRESENTATION

- a. Fiscal Year 2022-2023 First Quarter District Financial Report
 - i. NCPRD Director Michael Bork provided an overview of the First Quarter District Financial Report.
- b. Report of the Chair of the District Advisory Board
 - i. Grover Bornefeld, Chair of DAC, provided a report regarding the DAC.

3. BOARD DISCUSSION ITEMS

- a. Status report on the Concord Building Project
 - i. NCPRD Director Michael Bork gave an update on the Concord Project.
- b. Status report on the land lease agreement between NCPRD and the Library District at the Concord Site
 - i. Jeff Munns provided an overview of the draft land lease agreement.
- c. Status report on the System Development Charge Methodology Update
 - i. Michael Bork provided an update on the SDC Methodology.
- d. Status report on the City of Milwaukie proposal to leave the district
 - i. Michael Bork provided an update on the City of Milwaukie's proposal to leave the district.
- e. Status report on the District Governance Change Project
 - i. Gary Schmidt provided an update on the District Governance change.



4. CONSENT AGENDA

- a. Approval of Meeting Minutes from March 30, 2022 and June 29, 2022 NCPRD Board Meetings.
 - i. A motion was made by Director Savas to approve the meeting minutes as corrected. The motion was seconded by Director Shull. Motion passed 5-0.

5. DISTRICT ADMINISTRATOR UPDATE <https://ncprd.com/public-meetings/meeting-minutes>

6. PUBLIC COMMENT

- a. Thelma Haggenmiller – Oak Grove
- b. Anatta Blackmarr – Oak Grove
- c. Jan Carothers - Oak Grove

7. BOARD COMMUNICATION <https://ncprd.com/public-meetings/meeting-minutes>

8. ADJOURN

(This Page Intentionally Left Blank)



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Michael Bork, NCPRD Director

March 15, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of an intergovernmental grant with the State of Oregon for kitchen improvements at Milwaukie Community Center. Grant value is \$20,000. Funding is through Oregon Department of Human Services. No County General Funds are involved.

Previous Board Action/Review	N/A		
Performance Clackamas	The Milwaukie Community Center Nutrition Program provides meals to the vulnerable elderly and disabled citizens of the Parks District.		
Counsel Review	2/21/2023 JM	Procurement Review	No
Contact Person	Marty Hanley	Contact Phone	503-653-8100

EXECUTIVE SUMMARY: The Milwaukie Community Center (MCC) has applied for and been awarded a \$20,000 Congregate Meals Infrastructure Intergovernmental grant through the Oregon Department of Human Services. This grant will be used to purchase and install a new double oven, an ice maker and a replacement freezer door. These equipment replacements and repairs are necessary capital improvements to keep the MCC commercial kitchen operating. This kitchen prepares 300 daily meals for the areas Meals on Wheels Program as well as the dine-in congregate lunch.

RECOMMENDATION: Staff recommends the NCPRD Board of Directors approves intergovernmental grant agreement #177991-0 for Congregate Meals infrastructure improvements.

Respectfully submitted,

Michael Bork
NCPRD Director

For Filing Use Only

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 177991-0

Legal name *(tax filing)*: Clackamas County

DBA name *(if applicable)*: North Clackamas Parks and Recreation District

Billing address: 2051 Kaen Rd

City: Oregon City **State:** Or **Zip:** 97045

Phone: (503) 742-4348

FEIN: 93-6002286

- OR -

SSN:



Grant Agreement Number 177991

**STATE OF OREGON
INTERGOVERNMENTAL GRANT 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 Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

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

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

The Program to be supported under this Agreement relates principally to the ODHS’

**Aging and People with Disabilities
Community Services and Supports Unit (CSSU)
500 Summer Street NE, E-12
Salem, OR 97301
Agreement Administrator: Adam Hansen or delegate
Telephone: 503.855.8438
E-mail address: adam.g.hansen@dhs.oha.state.or.us**

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6 below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **September 30, 2022**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2024**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.
2. **Agreement Documents.**
 - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Program Description
 - (2) Exhibit A, Part 2: Disbursement and Financial Reporting
 - (3) Exhibit A, Part 3: Special Provisions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) Attachment 1: Invoice Form
 - (7) Attachment 2: Final Summary Report FormThere are no other Agreement documents unless specifically referenced and incorporated in this Agreement.
 - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, C, Attachment 1, and Attachment 2.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$20,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:
☐ Recipient is a subrecipient ☐ Recipient is a contractor ☒ Not applicable
Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: n/a

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

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

Authorized Signature

Printed Name

Title

Date

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

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

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

Oregon Department of Justice

Date

EXHIBIT A
Part 1

Program Description

1. Purpose.

The purpose of this Grant Agreement is for ODHS to allocate funds to Recipient to improve Congregate Meal Infrastructure through approved Grant Activities. The Congregate Meal Infrastructure Grant program is established to modernize and improve the Congregate Meal site's capacity, accessibility, safety, meal preparation, or meal serving functionality; increase or enhance Congregate Meal access for Consumers; and/or improve or enhance infrastructure that will increase access or the permanency/sustainability of the Congregate Meal program.

2. Program Description.

The Recipient shall perform Grant Activities in line with the Purpose of the Congregate Meal Infrastructure Program stated in Section 1 above and shall be limited in focus to the specific Activities listed in Section 3.

3. Grant Activities.

Recipient shall use funds to enhance their Congregate Meal program by performing the following Activities:

Purchase double stack over, walk-in freezer door, and ice maker.

4. Grant Outcomes.

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

Modernized site interior and improved meal preparation and meal serving functionality.

EXHIBIT A
Part 2

Disbursement and Financial Reporting

1. Disbursement.

- a. Recipient shall submit a single invoice upon execution of this Grant Agreement. The invoice shall describe and document to ODHS' satisfaction, a description of the Recipient's costs associated with the Grant Activities accomplished or scheduled. The total costs shall not exceed the total amount shown in Section 3 of this Grant Agreement.
- b. Recipient shall submit the invoice to the ODHS Agreement Administrator shown on page 1 of this Grant Agreement.
- c. ODHS reserves the right to reject the invoice or request additional information or documentation prior to approving the invoice.
- d. Recipient shall submit an invoice using the approved form attached to this Grant Agreement and labeled "ATTACHMENT 1".
- e. Payment by ODHS shall be considered timely if made within 30 days after receipt and acceptance of the completed invoice.

2. Financial Reporting.

- a. Recipient shall maintain appropriate records and reports associated with the Activities performed under this Grant Agreement.
- b. Upon completion of the Activities listed in Exhibit A, Part 1, Recipient shall submit a Final Summary Report using the approved form attached to this Grant Agreement and labeled "ATTACHMENT 2".
- c. ODHS Agreement Administrator shall review the Final Summary Report and shall contact Recipient if there are any issues to address related to the Activities completed and Outcomes achieved.
- d. Recipient shall submit the Final Summary Report to ODHS as soon as possible after the completion of the Activities listed and **no later than December 31, 2023**.

EXHIBIT A

Part 3 Special Provisions

1. **Background Checks.** Recipient shall verify that each of Recipient's employees, volunteers, and subcontractors, as a condition of working with ODHS-referred clients or having access to ODHS clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for Recipient or places the person in a position to gain access to a client or a client's personal information so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Agreement or has access to client finances or financial information.
 - a. Recipient shall establish verification by:
 - (1) Having Recipient's employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with Recipient;
OR
 - (2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the Recipient's employee, volunteer, or subcontractor's fitness to provide services under this Agreement; OR
 - (3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).
 - b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:
 - (1) Background checks must be completed prior to performing services under this Agreement, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor.
 - (b) A lapse in working or volunteering in a position under the direction and control of Recipient, but the individual is still

considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.

- (c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.
 - (d) Federal or state regulations require a new background check.
 - (e) The Recipient determines the need for a background check.
 - (2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.
 - (3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Agreement extension by amendment, unless required by Section b. (1) above.
 - (4) Recipient shall require each of its employees, volunteers, and subcontractors receiving background checks to report to the Recipient any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within 5 business days after the new arrest, conviction or investigation took place.
 - (a) Within five days of such notification, the Recipient is required to report to ODHS the employee, volunteer, or subcontractor's new history.
 - (b) ODHS may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.
 - (5) Recipient shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor's personnel file.
- c.** If the position of the Recipient's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration (GSA) System for Award Management (SAM), and the Social Security Administration (SSA) Death Masterfile. Any employee or subcontractor of Recipient found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with ODHS clients or have access to ODHS clients, client information, or client funds.
- d.** Recipient shall determine after receiving the criminal records and NSOPW check, whether its employee, volunteer, or subcontractor has any of the convictions listed above or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with ODHS clients. If Recipient notes a conviction from any of the above listed crimes on the employee, volunteer, or subcontractor's record, and Recipient chooses to hire the employee or allow the volunteer or subcontractor to perform services under this Agreement, Recipient

shall confirm with ODHS in writing, the reasons for allowing the individual to perform services under this Agreement. These reasons shall address how the employee, volunteer, or subcontractor is presently suitable or able to work with ODHS clients in a safe and trustworthy manner. Recipient shall ensure this information, along with the employee, volunteer, or subcontractor's background check, is in the individual's personnel file.

Upon receiving such written notification from Recipient, ODHS reserves the right to the final denial or approval of any Recipient employee, volunteer, or subcontractor to provide services to ODHS clients under this Agreement. Unless ODHS rejects the employee, volunteer, or subcontractor to provide services to ODHS clients under this Agreement within seven business days from receiving such written notification from Recipient, the Recipient employee, volunteer, or subcontractor will be deemed approved by ODHS.

- e.** The criminal records check procedures listed above also apply to Recipient, its owners, managers, and board members regardless of if any individual has access to ODHS clients, client information or client funds. Recipient shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 10, "Records, Maintenance, Access."
- f.** Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Agreement.
- g.** If ODHS determines there is a need for a new criminal records check, Recipient shall provide the results of a new criminal records check to ODHS for review no more than 14 business days after ODHS' request.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law if the State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

- 8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
 - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

- (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
 - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of

State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

- 17. Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any

provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for

the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☐ **Required** ☒ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit shall not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor and Subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ **Required** ☒ **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

POLLUTION LIABILITY:

☐ **Required** ☒ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$_____. Annual aggregate limit shall not be less than \$_____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS' acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The

Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

STATE ACCEPTANCE:

All insurance providers are subject to ODHS acceptance. If requested by ODHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS' representatives responsible for verification of the insurance coverages required under this Exhibit C.

To: Oregon Department of Human Services Aging and People with Disabilities

Address: 500 Summer Street NE, Salem, OR 97301

Point of Contact: Adam Hansen

Phone / Email: 503-855-8438 / ADAM.G.HANSEN@dhsosha.state.or.us

Grant Type / RFA Number: Congregate Meal Infrastructure Grant ODHS 5317-2022

Quantity	Description	Unit Price	Total
Subtotal			
Total Due			

Grantee Name:

Point of Contact:

Phone / Email:

Grant Amount:

Grant Agreement #

Submitter's Signature

Date

Please sign, scan, and email your completed grant invoice to Adam Hansen at

ADAM.G.HANSEN@dhsosha.state.or.us

To: Oregon Department of Human Services Aging and People with Disabilities

Address: 500 Summer Street NE Salem, OR 97301

Point of Contact: Adam Hansen

Phone / Email: 503-855-8438 / ADAM.G.HANSEN@dhsosha.state.or.us

Grant Type / RFA Number: Congregate Meal Infrastructure Grant ODHS 5317-2022

Please provide a brief narrative in the space below regarding the grant funding organization received to include expenditures, the positive changes which have who the grant funding is currently benefiting, the goals your organization achieve if all grant funds have been expended.

Grantee Name:

Point of Contact:

Phone / Email:

Grant Amount:

Grant Agreement #

Submitter's Signature

Date

Please sign, scan and email your completed final report form to Adam Hansen at ADAM.G.HANSEN@dhsosha.state.or.us

(This Page Intentionally Left Blank)



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Michael Bork, NCPRD Director

March 15, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of an intergovernmental grant with the State of Oregon for external security enhancements at the Milwaukie Community Center. Grant value is \$25,000 for 1 year. Funding is through Oregon Department of Human Services. No county general funds involved.

Previous Board Action/Review	N/A		
Performance Clackamas	The Milwaukie Community Center Transportation Program helps provide elderly and disabled citizens who don't drive transportation services.		
Counsel Review	2/21/2023 JM	Procurement Review	No
Contact Person	Marty Hanley	Contact Phone	503-653-8100

EXECUTIVE SUMMARY: The Milwaukie Community Center (MCC) has applied for and been awarded a \$25,000 Transportation Infrastructure Intergovernmental grant through the Oregon Department of Human Services. This grant will be used to purchase and install exterior cameras and enhanced lighting in the area that holds the four Transportation Program buses. This enhanced security is needed to deter thieves from vandalizing buses. Over the years, vandalism has been costly and makes it difficult to operate the senior and disabled Transportation Program at the MCC.

RECOMMENDATION: Staff recommends the NCPRD Board of Directors approves intergovernmental Grant Agreement #177985-0 for Transportation infrastructure improvements.

Respectfully submitted,

Michael Bork
NCPRD Director

For Filing Use Only

Confidential
CONTRACTOR TAX IDENTIFICATION INFORMATION
For Accounting Purposes Only

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

Document number: 177991-0

Legal name *(tax filing)*: Clackamas County

DBA name *(if applicable)*: North Clackamas Parks and Recreation District

Billing address: 2051 Kaen Rd

City: Oregon City **State:** Or **Zip:** 97045

Phone: (503) 742-4348

FEIN: 93-6002286

- OR -

SSN:



Grant Agreement Number 177985

**STATE OF OREGON
INTERGOVERNMENTAL GRANT 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 Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

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

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

The Program to be supported under this Agreement relates principally to the ODHS’

**Aging and People with Disabilities
Community Services and Supports Unit (CSSU)
500 Summer Street NE, E-12
Salem, OR 97301
Agreement Administrator: Debbie McCuin or delegate
Telephone: 541.301.1672
E-mail address: debbie.mccuin@dhs.oha.state.or.us**

1. **Effective Date and Duration.** This Agreement shall become effective on the last date all required signatures in Section 6 below have been obtained. Recipient's performance of the program described in Exhibit A, Part 1, "Program Description" may start on **September 30, 2022**, shall be governed by the terms and conditions herein, and for such expenses incurred by Recipient may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, "Disbursement and Financial Reporting". Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **March 31, 2024**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.
2. **Agreement Documents.**
 - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Program Description
 - (2) Exhibit A, Part 2: Disbursement and Financial Reporting
 - (3) Exhibit A, Part 3: Special Provisions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) Attachment 1: Invoice Form
 - (7) Attachment 2: Final Summary Report FormThere are no other Agreement documents unless specifically referenced and incorporated in this Agreement.
 - b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A, C, Attachment 1, and Attachment 2.
3. **Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$25,000.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.
4. **Contractor or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:
☐ Recipient is a subrecipient ☐ Recipient is a contractor ☒ Not applicable
Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: n/a

5. Recipient Data and Certification.

- a. Recipient Information.** Recipient shall provide the information set forth below.
PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Facsimile: (____) _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies under penalty of perjury that:

- (1) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;
- (2) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury

and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/SAM>;
- (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (7) Recipient's Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide ODHS with the new FEIN or SSN within 10 days.

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

- 6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

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

Authorized Signature

Printed Name

Title

Date

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

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

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

Oregon Department of Justice

Date

EXHIBIT A, Part 1 Program Description

1. Purpose.

The purpose of this Grant Agreement is for ODHS to allocate funds to Recipient to modernize, improve, or enhance transportation availability for older adults and people with disabilities through approved Grant Activities.

2. Program Description.

The Recipient shall perform Grant Activities in line with one or more of the requirements listed in this section and shall be limited in focus to the specific Activities for these Grant funds as stated in Section 3.

- a.** Transportation shall be provided by means of purchased, owned/upgraded, or leased vehicles appropriate to ensure the safe transportation of Consumers.
- b.** Transportation must be exempt from motor carrier requirements as a “private carrier” in accordance with ORS 825.005(11) and ORS 825.017(13).
- c.** Transportation grants must be expended in accordance with the following goals and objectives:
 - (1) Modernize, increase, improve, or enhance Transportation access for Consumers.
 - (2) Funding can be used for start-up or established programs.
 - (3) Improve or enhance infrastructure that will have a lasting impact on the ability to effectively transport Consumers.
 - (4) Funding must enhance not supplant current access or service delivery.
 - (5) Funding may be combined with other funding streams.

3. Grant Activities.

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

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

4. Grant Outcomes.

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

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

EXHIBIT A
Part 2
Disbursement and Financial Reporting

1. Disbursement.

- a. Recipient shall submit a single invoice upon execution of this Grant Agreement. The invoice shall describe and document to ODHS' satisfaction, a description of the Recipient's costs associated with the Grant Activities accomplished or scheduled. The total costs shall not exceed the total amount shown in Section 3 of this Grant Agreement.
- b. Recipient shall submit the invoice to the ODHS Agreement Administrator shown on page 1 of this Grant Agreement.
- c. ODHS reserves the right to reject the invoice or request additional information or documentation prior to approving the invoice.
- d. Recipient shall submit an invoice using the approved form attached to this Grant Agreement and labeled "ATTACHMENT 1".
- e. Payment by ODHS shall be considered timely if made within 30 days after receipt and acceptance of the completed invoice.

2. Financial Reporting.

- a. Recipient shall maintain appropriate records and reports associated with the Activities performed under this Grant Agreement.
- b. Upon completion of the Activities listed in Exhibit A, Part 1, Recipient shall submit a Final Summary Report using the approved form attached to this Grant Agreement and labeled "ATTACHMENT 2".
- c. ODHS Agreement Administrator shall review the Final Summary Report and shall contact Recipient if there are any issues to address related to the Activities completed and Outcomes achieved.
- d. Recipient shall submit the Final Summary Report to ODHS as soon as possible after the completion of the Activities listed and **no later than December 31, 2023**.

EXHIBIT A

Part 3 Special Provisions

1. **Background Checks.** Recipient shall verify that each of Recipient's employees, volunteers, and subcontractors, as a condition of working with ODHS-referred clients or having access to ODHS clients, client information, or client funds, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of each such person. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that relates to functions the person may perform for Recipient or places the person in a position to gain access to a client or a client's personal information so as to place the person in a position to cause harm to a client. For example, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Agreement or has access to client finances or financial information.
 - a. Recipient shall establish verification by:
 - (1) Having Recipient's employee, volunteer, or subcontractor, apply for and receive a fingerprint-based national criminal records check from a local Oregon State Police (OSP) office, which will be shared with Recipient;
OR
 - (2) Utilizing a fingerprint-based background check approval, provided within the last two years, by a federal or State of Oregon agency to demonstrate the Recipient's employee, volunteer, or subcontractor's fitness to provide services under this Agreement; OR
 - (3) Utilizing a third-party vendor accredited by the Professional Background Screeners Association (PBSA). The third-party vendor must provide a national criminal records check that includes review of criminal history from each state the individual has lived, studied or worked in and the National Sex Offender Public Website (NSOPW).
 - b. The following requirements apply to all background checks performed regardless of method (Section a.(1)-(3) above) used:
 - (1) Background checks must be completed prior to performing services under this Agreement, upon a promotion or a significant change in work duties, or if there is a reasonable basis to believe a new background check may be needed. Examples include, but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor.
 - (b) A lapse in working or volunteering in a position under the direction and control of Recipient, but the individual is still

considered in the position. For example, an extended period of leave by the individual due to sabbatical or military deployment.

- (c) Discovery of incorrect processes or insufficient documentation for a previously conducted background check.
 - (d) Federal or state regulations require a new background check.
 - (e) The Recipient determines the need for a background check.
 - (2) Background checks must be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days. For example, an individual is laid off or quits due to the school year starting but returns to working or volunteering for the employer the following semester or summer.
 - (3) Existing employees, volunteers, and subcontractors are not required to have a new background check conducted at the time of Agreement extension by amendment, unless required by Section b. (1) above.
 - (4) Recipient shall require each of its employees, volunteers, and subcontractors receiving background checks to report to the Recipient any and all new arrests, convictions, or investigations for any child protective service or adult protective service case within 5 business days after the new arrest, conviction or investigation took place.
 - (a) Within five days of such notification, the Recipient is required to report to ODHS the employee, volunteer, or subcontractor's new history.
 - (b) ODHS may request a new background check to reevaluate the ongoing fitness of the employee, volunteer, or subcontractor.
 - (5) Recipient shall ensure all background checks and documentation are placed in the employee, volunteer, or subcontractor's personnel file.
- c.** If the position of the Recipient's employee or subcontractor is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the background check must also include review of the General Service Administration (GSA) System for Award Management (SAM), and the Social Security Administration (SSA) Death Masterfile. Any employee or subcontractor of Recipient found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with ODHS clients or have access to ODHS clients, client information, or client funds.
- d.** Recipient shall determine after receiving the criminal records and NSOPW check, whether its employee, volunteer, or subcontractor has any of the convictions listed above or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with ODHS clients. If Recipient notes a conviction from any of the above listed crimes on the employee, volunteer, or subcontractor's record, and Recipient chooses to hire the employee or allow the volunteer or subcontractor to perform services under this Agreement, Recipient

shall confirm with ODHS in writing, the reasons for allowing the individual to perform services under this Agreement. These reasons shall address how the employee, volunteer, or subcontractor is presently suitable or able to work with ODHS clients in a safe and trustworthy manner. Recipient shall ensure this information, along with the employee, volunteer, or subcontractor's background check, is in the individual's personnel file.

Upon receiving such written notification from Recipient, ODHS reserves the right to the final denial or approval of any Recipient employee, volunteer, or subcontractor to provide services to ODHS clients under this Agreement. Unless ODHS rejects the employee, volunteer, or subcontractor to provide services to ODHS clients under this Agreement within seven business days from receiving such written notification from Recipient, the Recipient employee, volunteer, or subcontractor will be deemed approved by ODHS.

- e.** The criminal records check procedures listed above also apply to Recipient, its owners, managers, and board members regardless of if any individual has access to ODHS clients, client information or client funds. Recipient shall establish a personal personnel file and place each criminal records check in named file for possibility of future ODHS review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 10, "Records, Maintenance, Access."
- f.** Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Agreement.
- g.** If ODHS determines there is a need for a new criminal records check, Recipient shall provide the results of a new criminal records check to ODHS for review no more than 14 business days after ODHS' request.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that ODHS’ participation in this Agreement is contingent on ODHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other ODHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form

provided by ODHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to ODHS on an ODHS-approved form.

5. **Recovery of Overpayments.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement “Misexpended Funds” or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to ODHS. Recipient shall return all Misexpended Funds to ODHS promptly after ODHS’ written demand and no later than 15 days after ODHS’ written demand. Recipient shall return all Unexpended Funds to ODHS within 14 days after the earlier of termination or expiration of this Agreement. ODHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 14 of this Exhibit.
6. **Ownership of Work Product.** Reserved.
7. **Contribution.**
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State’s contribution amount in any instance is capped to the same extent it

would have been capped under Oregon law if the State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
 - (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by ODHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5)

commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. ODHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., ODHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.c.(2);
- (2) withholding all or part of monies not yet disbursed by ODHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and ODHS may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.c.(1).

c. Termination.

- (1) ODHS' Right to Terminate at its Discretion. At its sole discretion, ODHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by ODHS to Recipient;

- (b) Immediately upon written notice if ODHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that ODHS' support of the program under this Agreement is prohibited or ODHS is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "ODHS Client", including any Medicaid Eligible Individual, under its care.
- (2) ODHS' Right to Terminate for Cause. In addition to any other rights and remedies ODHS may have under this Agreement, ODHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as ODHS may establish in such notice if Recipient is in default under Section 9.a.
 - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to ODHS all of ODHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to ODHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by ODHS, ODHS expressly directs otherwise.

10. Insurance. All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

11. Records Maintenance, Access. Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that ODHS and the Secretary of

State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants Recipient or its subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

13. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by ODHS. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

14. Resolution of Disputes. The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without ODHS' prior written consent. In addition to any other provisions ODHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that ODHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. ODHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. ODHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

- 17. Severability.** The parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

ODHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Fax: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Amendments; Waiver; Consent.** ODHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any

provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.

21. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Recipient shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for

the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☐ **Required** ☒ **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$_____ per claim. Annual aggregate limit shall not be less than \$_____. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor and Subcontractors shall provide continuous claims made coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☐ **Required** ☒ **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to ODHS or client data, whichever is longer, with a combined single limit of no less than \$_____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of ODHS or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of ODHS data.

POLLUTION LIABILITY:

☐ **Required** ☒ **Not required**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$_____. Annual aggregate limit shall not be less than \$_____.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and ODHS' acceptance of all Services required under the Contract, or
- (ii) ODHS or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The

Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and ODHS.

STATE ACCEPTANCE:

All insurance providers are subject to ODHS acceptance. If requested by ODHS, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS' representatives responsible for verification of the insurance coverages required under this Exhibit C.

Aging and People with Disabilities Grant Invoice**To:** Oregon Department of Human Services Aging and People with Disabilities**Address:** 500 Summer Street NE, Salem, OR 97301**Point of Contact:** Debbie McCuin**Phone / Email:** 541-301-1672 / Debbie.MCCUIN@dhsosha.state.or.us**Grant Type / RFA Number:** Transportation Infrastructure Grants for Older Adults and People with Disabilities ODHS 5318-2022

Quantity	Description	Unit Price	Total
Subtotal			
Total Due			

Grantee Name:**Point of Contact:****Phone / Email:****Grant Amount:****Grant Agreement #****Submitter's Signature****Date**

Please sign, scan, and email your completed grant invoice to Debbie McCuin at Debbie.MCCUIN@dhsosha.state.or.us.



Aging and People with Disabilities Final Summary Report

To: Oregon Department of Human Services Aging and People with Disabilities

Address: 500 Summer Street NE Salem, OR 97301

Point of Contact: Debbie McCuin

Phone / Email: 541-301-1672 / Debbie.MCCUIN@dhsosha.state.or.us

Grant Type / RFA Number: Transportation Infrastructure Grants for Older Adults and People with Disabilities ODHS 5318-2022

Please provide a brief narrative in the space below regarding the grant funding your organization received to include expenditures, the positive changes which have occurred, who the grant funding is currently benefiting, the goals your organization achieved, and if all grant funds have been expended.

Grantee Name:

Point of Contact:

Phone / Email:

Grant Amount:

Grant Agreement #

Submitter's Signature

Date

Please sign, scan, and email your completed grant invoice to Debbie McCuin at Debbie.MCCUIN@dhsosha.state.or.us.

(This Page Intentionally Left Blank)



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Michael Bork, NCPRD Director

March 15, 2023

BCC Agenda Date/Item: _____

North Clackamas Parks and Recreation District Board of Directors

Approval of an Addendum to Lease Agreement with Cascade Heights Charter School for Clackamas Elementary School Buildings and Grounds. Addendum value is \$147,746 for 1 year, lease value is \$819,720 for 6.25 years. Funding is through lessee. No County General Funds are involved.

Action/Review	<ul style="list-style-type: none">• March 29, 2018 – <i>Business Meeting</i> – Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks & Recreation District and North Clackamas School District• June 11, 2020 – <i>Business Meeting</i> – Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School. The lease signed in June 2020 was intended to be a two-year lease, but was inadvertently only extended for one year.• February 2, 2021 – <i>Business Meeting</i> – Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School. Extended lease through June 30, 2022. <p>January 20, 2022 – <i>Business Meeting</i> – Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School. Extended lease through June 30, 2023.</p>		
Performance Clackamas	<p>This lease contributes additional revenue for the District to provide essential recreation services and enhanced public spaces for the residents of NCPRD.</p> <p>This request to extend the lease agreement ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.</p>		
Counsel Review	Yes JM 11.14.2022	Procurement Review	No
Contact Person	Michael Bork, NCPRD Director	Contact Phone	971-610-1036

EXECUTIVE SUMMARY: North Clackamas Parks and Recreation District (NCPRD) requests approval of an addendum to the lease agreement between NCPRD and Cascade Heights Charter School.

In March 2018, NCPRD entered into a Strategic Partnership Facility Use and Transition Agreement with North Clackamas School District, as part of the sale of the Hood View Sports Complex. A lease agreement between North Clackamas School District and Cascade Heights Charter School, for the Clackamas Elementary School Buildings and Grounds, was assigned to NCPRD as part of the Partnership Agreement.

This addendum extends the lease agreement through June 30, 2024, keeping all other terms and conditions as stated in the original Lease Agreement, Re-instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

RECOMMENDATION: Staff recommends recommend the Board approve the addendum to the Lease Agreement with Cascade Heights Charter School.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Bork", written over a horizontal line.

Michael Bork
NCPRD Director

For Filing Use Only

ADDENDUM TO LEASE AGREEMENT
Clackamas Elementary School Buildings and Grounds
Effective July 1, 2023

Lessor: North Clackamas Parks and Recreation District
150 Beavercreek Rd
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation
15301 SE 92nd Avenue
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 11, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2023, and end on June 30, 2024. Paragraphs 2.5, including 2.5.1-2.5.4 are stricken from the lease. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2023

LESSOR:

LESSEE:

North Clackamas Parks and Recreation District

Cascade Heights Charter School

Tootie Smith
NCPRD Board
Chair

Cory Connors
Cascade Heights Charter School
Board Chair

Date

Date

Acknowledgement for Item _____, Cascade Heights Lease Addendum 23-24

I, Tootie Smith as Chair of the Clackamas County Board of Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District, acknowledge that I signed the attached lease addendum on _____ after approval by the Clackamas County Board of Commissioners.

Tootie Smith, Chair

This record was acknowledged before me on _____ by Tootie Smith as Chair of the Clackamas County Board of Commissioners acting the Board of Directors of the North Clackamas Parks and Recreation District.

Notary Public - State of Oregon

I, Cory Connors, as Board Chair of the Cascade Heights Charter School acknowledge that I signed the attached lease addendum on _____.

Cory Connors, Chair

This record was acknowledged before me on _____ by Cory Connors as Board Chair of the Cascade Heights Charter School.

Notary Public - State of Oregon

Document Description

This certificate is attached as the last pages of a lease approved by the Clackamas County Board of Commissioners as Agenda Item _____, dated _____.