

DRAFT

Approval of Previous Business Meeting Minutes:

June 14, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, June 14, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS (Following are items of interest to the citizens of the County)

1. **REMOVED** - Presentation Regarding City of Damascus Excess Fund Disbursements (David Bodway, Finance & Todd Loggan, Public & Government Affairs) *this item will be placed on the 6-21-18 agenda.*
2. Presentation Supporting the 2018 Pride Parade
Laurel Butman, Deputy County Administrator presented this item and introduced the video.
~Board Discussion~

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Larry Moseley, Oregon City – spoke about the Boy Scouts 100th Anniversary.
2. Al Notz, Molalla – concerns regarding a marijuana grow next door to him in Molalla.
3. Les Poole, Gladstone – spoke about marijuana administrative rules, tolling creating congestion we need clear directive, encouraged folks to visit Facebook page, Vehicle Transportation Alliance.

~Board Discussion~

III. PUBLIC HEARING

1. **Resolution No. 2018-51** for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2017-2018
Diane Padilla, Budget Manager presented the staff report.
Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget Greater than 10% and Budget Reduction for Fiscal Year 2017-2018.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

IV. PUBLIC DISCUSSION ITEM

The Board is sitting as the Board of Public Health for this item.

Health, Housing & Human Services

1. Approval of the Blueprint for a Healthy Clackamas County Plan
Dawn Emerick, Health, Housing & Human Services presented the staff report including a PowerPoint presentation. Rich Swift, Director of Health Housing & Human Services added some input on this plan.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard stated this is a discussion items and called up the folks who have signed up to speak regarding the Blueprint for a Healthy Clackamas County Plan.

<https://www.clackamas.us/meetings/bcc/business>

1. Mike Foley, Community Activist and volunteer, spoke in support.
2. Linda Eastlund, Clackamas Education Service District, spoke in support.
3. Molly Haynes, Kaiser Permanente, spoke in support.
4. Joe Marek, Drive to Zero/Transportation Safety, spoke in support.
5. Debra Mason, Clackamas Service Center, spoke in support.
6. Amy Cook, Community Paramedic, Clackamas Fire, spoke in support.

~Board Discussion~

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Blueprint for Health Clackamas County.

Commissioner Fischer/Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader; Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

~Board Discussion~

The Board reconvened as the Board of County Commissioners for the remainder of the meeting.

*Commissioner Humberston was excused to attend another meeting.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

A. Health, Housing & Human Services

1. Approval of an Amendment to the Interagency Agreement between the Housing and Community Development Division and the Social Services Division for the Jackson Place Transitional Housing Project – *Housing & Community Development*

2. Approval of Amendment No. 1 for Intergovernmental Revenue Agreement with Lane County, for On-line Food Handlers Training/Testing Project – *Public Health*
3. Approval of Amendment No. 8 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
4. Approval of Amendment No. 1 to a Professional Services Agreement with Laboratory Corporation of America (LabCorp) for Laboratory Services for Clackamas County Health Centers Division (CCHCD) – *Health Centers*
5. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No.2 with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 2 with Senior Citizen Council of Clackamas County to Provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of a Professional, Technical, and Personal Services Contract with Northwest Family Services for Alcohol and Drug Pre-Engagement and Outreach Services at Clackamas County Middle and High Schools – *Behavioral Health*
8. Approval of Amendment No. 3 to the Professional, Technical, and Personal Services Agreement No.7840 with The Living Room for Youth/Young Adult Peer Support Services – *Behavioral Health*
9. Approval of Amendment No. 5 to Professional, Technical, and Personal Services Agreement No. 7315 with Oregon Family Support Network for Peer Delivered Services System of Care for Families in Crisis in Emergency Departments – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of a Trust Deed Securing an Obligation to Contribute Funding to the Victory Road/Forsythe Road Intersection Realignment Project
2. Approval of Amendment No. 4 to the Contract with OBEC Consulting Engineers, Inc. for Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge - *Procurement*

C. Finance Department

1. **Resolution No. 2018-52** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2017-2018
2. **Resolution No. 2018-53** for Clackamas County for Transfer of Appropriations for Fiscal Year 2017-2018

D. Elected Officials

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

E. Business & Community Services

1. Approval of a Grant Agreement with the Oregon State Marine Board (OSMB) as Part of the Maintenance Assistance Program (MAP) for FY 2018-19

F. Public & Government Affairs

1. Approval of the Contract with Oregon Publication Corp., dba Pamplin Media Group for Publication Printing Services for the ClackCo Quarterly - *Procurement*

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. **Resolution No. 2018-54** for North Clackamas Parks & Recreation District for Transfer of Appropriations for Fiscal Year 2017-2018
2. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas Community College for Community Based Instructional Programs
3. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas Community College for Educational & Enrichment Services
4. Approval of a Public Improvement Contract between North Clackamas Parks and Recreation District and Green Thumb Landscape & Maintenance, Inc. dba GT General Contracting - *Procurement*

VII. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and Clackamas County Service District No. 1 for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems - *Procurement*
2. Approval of a Materials and Services Agreement between Atlas Copco Compressors LLC, and Water Environment Services for the Tri-City Water Resource Recovery Facilities Process Air Blower Systems - *Procurement*
3. Approval of Guaranteed Maximum Price, Amendment No. 2 with Slayden Constructors, Inc. for the Kellogg Creek Water Resource Recovery Facility Improvements Project

VIII. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

IX. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 12:03 PM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

July 12, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the
State of Oregon Department of Transportation and Clackamas County
for participation in the Oregon Motor Carrier Safety Action Plan

Purpose/Outcome	This Intergovernmental Agreement covers the enforcement of motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit "A" attached. The purpose is to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, in order to enhance highway safety.
Dollar Amount and Fiscal Impact	The amount shall not exceed \$50,000.00 in state funds (and not to exceed \$113.75 per qualifying safety stop), which may be increased by a fully executed amendment.
Funding Source	The State of Oregon, Department of Transportation is the source of funds for this agreement.
Safety Impact	Said activities will increase inspection of commercial vehicles, drivers, general cargo or hazardous materials to enhance highway safety.
Duration	The term of this agreement begins upon full execution through completion of the project and final payment or June 30, 2019, whichever is sooner, unless extended by a fully executed amendment.
Strategic Plan Alignment	CCSO is under-going the Strategic Planning at this time
Previous Board Action/Review	The County Board of Commissioners has previously approved an intergovernmental agreement with the State of Oregon DOT for participation in this Action Plan.
Contact Person	Sergeant John Naccarato, ph. 503-785-5092
Contract No.	Agreement No. 32916


BACKGROUND:

This Intergovernmental Agreement between the State of Oregon, Department of Transportation and Clackamas County, allows for the County to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit "A" in order to enhance highway safety.

RECOMMENDATION:

Staff recommends the Board approve of this agreement between the Clackamas County Sheriff's Office and the State of Oregon Department of Transportation.

Respectfully submitted,


Craig Roberts, Sheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)
Clackamas County**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with Agency or a city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.

2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.

3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.

4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$50,000.00 in state funds, which may be increased by a fully executed amendment.

2. The term of this Agreement shall begin on July 1, 2018, and will terminate on June 30, 2019 or upon completion of the project and final payment, unless extended by a fully executed amendment.

Agency OBLIGATIONS

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. Agency Authorized Representative shall to the greatest extent possible, record all inspections on Aspen software and electronically upload computer-driven inspections daily.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II - Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:
 - a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number

- d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed the amount listed under Terms of Agreement, Paragraph 1. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under

the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency/Agency.

15. Agency's Project Manager for this Project is Sergeant John Naccarato, Traffic Team Supervisor, Clackamas County Sheriff's Office 2223 Kaen Rd., Oregon City OR 97045, Phone 503-785-5092, Email: Johnnac@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$50,000. Travel expenses will not be reimbursed.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is David McKane Safety Program Manager, 3930 Fairview Industrial Dr. SE Salem OR 503.373.0884, David.J.McKane@odot.state.or.us or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. 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 State or Agency with respect to which the other Party may have 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency 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 State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of 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 Agency on the one hand and of 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. 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.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CLACKAMAS COUNTY, by and through
its **elected officials**

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL FORM

By _____
Counsel

Date _____

Agency Contact:

John Naccarato
Traffic Team Supervisor
2223 Kaen Rd
Oregon City, OR 97045
503-785-5092
johnnac@co.clackamas.or.us

STATE Contact:

David McKane
3930 Fairview Industrial Dr. SE MS #2
Salem Or 97302
503-373-0884
David.J.McKane@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Motor Carrier Transportation Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____

David McKane, Manager Motor Carrier
Safety Program

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: N/A
Assistant Attorney General

EXHIBIT A
Agency PATROL Locations

The Clackamas County Sherriff's Office and the Department of Transportation agree that inspections conducted on State, County and Municipal highways within the official limits of Clackamas County qualify for CMV QSSs.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

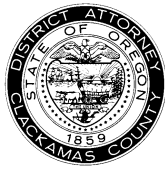
EXHIBIT B
Invoice Cover Sheet

Agreement # 32916 Oregon Motor Carrier Safety Action Plan

Agency Name:	Clackamas County Sheriff's Office
Address:	2223 Kaen Rd
City:	Oregon City
State/Zip:	Oregon
Contact Name:	Sergeant John Naccarato
Telephone Number:	503-785-5092

Month Stops were made: _____

Number of CMV QSS that qualified for payment:	Rate	Amount
	\$113.75	



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

July 12, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
Office for Violence Against Women 2018-2020 Subrecipient Grant Award

Purpose/Outcomes	The primary purpose of OVW grants are to develop capacity to reduce violence against women and administer justice for and strengthen services to victims of domestic violence, dating violence, sexual assault and stalking. The intent of this grant opportunity is to continue advocacy to rural victims in Clackamas County.
Dollar Amount and Fiscal Impact	The County will receive a maximum of \$198,780. This grant will continue to fund a 1.0 FTE advocate position through the District Attorney's Office that has been providing advocacy to rural victims of domestic violence, sexual assault and stalking.
Funding Source	Office for Violence Against Women through Clackamas Women's Services
Duration	Effective January 1, 2018 - September 30, 2020
Previous Board Action/Review	None
Strategic Plan Alignment	The use of these grant funds will support the delivery of direct services to rural victims of domestic violence, sexual assault and stalking.
Contact Person	Carrie Walker, Victim Assistance Program Director – District Attorney's Office, 503-655-8616

BACKGROUND:

The Office for Violence Against Women (OVW) was established in 1995 after the passage of the Violence Against Women Act (VAWA) was passed in 1994. OVW administers grant for programs to develop effective responses to violence against women.

This grant was awarded to Clackamas Women's Services for expanding access for marginalized and underserved populations, enhancing services and providing prevention through the A Safe Place Family Justice Center Rural Collaborative for Clackamas County. As a subrecipient, the Clackamas County District Attorney's Office Victim Assistance Program will receive funding to continue providing services to rural victims of domestic violence and sexual assault. This position was originally funded in 2013 through an OVW grant administered by Clackamas County Children, Youth and Families.

RECOMMENDATION:

Staff recommends the Board approve this grant award and authorizes John S Foote, District Attorney, to sign on behalf of Clackamas County.

Respectfully submitted,

John S. Foote
District Attorney

CLACKAMAS WOMEN'S SERVICES

SUBRECIPIENT GRANT AGREEMENT: OVW-FED-DOJ-Rural-0041-2

Project Name: *Expanding access for marginalized and underserved populations, enhancing services and providing prevention through the A Safe Place Family Justice Center Rural Collaborative for Clackamas County*

This Agreement is between **Clackamas Women's Services**, an Oregon Non-profit Organization and Clackamas County, an Oregon County Government acting through its **Clackamas County District Attorney's Office**.

Clackamas Women's Services Data

Grant Accountant: Melissa Erlbaum	Program Manager: Erin Henkelman
Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-557-5810 melissae@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 503-655-8600 erinh@cwsor.org

Subrecipient Data

Finance/Fiscal Representative: Robert Willson	Program Representative: Carrie Walker
Clackamas County District Attorney's Office 807 Main St Oregon City OR 97045 503-655-8431 rwillson@co.clackamas.or.us	Clackamas County District Attorney's Office 807 Main St Oregon City OR 97045 503-655-8616 carriewal@co.clackamas.or.us
DUNS: 096992656	

RECITALS

1. Clackamas Women's Services ("CWS") assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threats, sexual harassment and all types of abuse in their lives. CWS believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, CWS works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. Clackamas County's A Safe Place Family Justice Center ("ASP-FJC") was formed to serve as a platform for aggregating, managing, and deploying targeted capital to encourage partnerships between state, local, and tribal governments, courts, victim service providers, coalitions and rape crisis centers, to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system and community-based victim service organizations throughout Clackamas County.
3. Clackamas County ("SUBRECIPIENT") is a partner agency for ASP-FJC. Funding in this agreement is for SUBRECIPIENT's Rural Services project, which is a major partnership of

SUBRECIPIENT involving multiple community partners such as Clackamas Women's Services ("CWS"), Clackamas County Sheriff's Office, and El Programa Hispano Catolico.

4. Project Description: CWS, SUBRECIPIENT, El Programa Hispano Catolico ("EPHC"), and Clackamas County Sheriff's Office ("CCSO"). and A Safe Place Family Justice Center for Clackamas County ("ASP-FJC") have come together to collaborate and to assist CWS in making this application for U.S. Department of Justice Office on Violence Against Women ("OVW") Fiscal Year 2017 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program in support of funding for continued and enhanced services through the A Safe Place Family Justice Center for Clackamas County's Rural Collaborative and to increase support for Latina victims in rural Clackamas County.

Over the past year an increasing number of victims from the rural community are accessing services at the Center, comprising 30% of the participants served at ASP-FJC. This is due to the strong partnerships and integrated services offered through the model and the long-standing collaboration that has been supporting rural Clackamas County through the OVW Rural Program. As a result more victims from the rural community have accessed services throughout the whole system of care than in previous years.

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

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") CWS and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of **January 1, 2018** and shall expire on **September 30, 2020**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement in exchange for payment by CWS as described herein.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the U.S. Department of Justice Office on Violence Against Women grant #2017-WR-AX-0041 (Federal award date: 9/25/2017) that is the source of the grant funding, in addition to compliance with requirements of Title 2 of the *Code of Federal Regulations* (CFR), Part 200 and with the current edition of the DOJ Grants Financial Guide, which is incorporated herein by reference. A copy of that grant award has been provided to SUBRECIPIENT by CWS, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** CWS funding for this Agreement is the **Catalogue of Federal Domestic Assistance [CFDA] 16.589** issued to CWS by the U.S. Department of Justice Office on Violence Against Women Arrest Program (Federal Award Identification #[s]: 2017-WR-AX-0041). The maximum, not to exceed, grant amount that CWS will pay to SUBRECIPIENT is **\$198,780**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or

amended, in any manner whatsoever, except by written instrument signed by both parties.

SUBRECIPIENT must submit a written request including a justification for any amendment to CWS in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified postal mail, facsimile, or by email.
7. **Funds Available and Authorized.** CWS certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on CWS receiving appropriations or other expenditure authority sufficient to allow CWS, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** CWS makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to CWS within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify CWS in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of CWS. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT elects no indirect cost recovery on this award.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** CWS will closeout this award when CWS determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or CWS, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to CWS. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to CWS a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** The SUBRECIPIENT agrees to allow CWS access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. CWS, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at CWS' discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by CWS, or c) be de-obligated and terminated.
- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the Office on Violence Against Women Arrest Program Grant #2017-WR-AX-0041, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to CWS, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between CWS and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to CWS' right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in the Special Conditions section of award 2017-WR-AX-0041, which are attached in Attachment A.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the Department of Justice.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request CWS to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. CWS shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by CWS shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of CWS. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All

sole-source procurements must receive prior written approval from CWS in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

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

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into CWS' next fiscal year, CWS' obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of CWS.
- b) **Indemnification.** Subject to the limits of the Oregon Tort Claims Act, SUBRECIPIENT agrees to indemnify and hold CWS and its officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and CWS assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below. In lieu of the insurance policies and conditions described in this section, CWS hereby agrees and acknowledges that SUBRECIPIENT's self-insurance for general liability and workers compensation are sufficient insurance for purposes of this Agreement.
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of CWS, its officers, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to CWS. Any insurance or self-insurance maintained by CWS shall be excess and shall not contribute to it.
 - 2) CWS, at its option, may require a complete copy of the above policy.

- 3) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "CWS, its agents, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to CWS. Any failure to comply with this provision will not affect the insurance coverage provided to CWS. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by CWS. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. CWS reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to CWS. CWS and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by CWS. A renewal certificate will be sent to CWS 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 10) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of CWS.
 - e) **Independent Status.** SUBRECIPIENT is independent of CWS and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of CWS and undertakes this work independent from the control and direction of the CWS excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind CWS in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid,

certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

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

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED to by the Parties.

CLACKAMAS WOMEN'S SERVICES,
OREGON

By: _____
Executive Director,
Melissa Erlbaum

Dated: _____

CLACKAMAS COUNTY

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

Signing on Behalf of the Board,

By: _____
Jim Bernard, Chair or Designee

Dated: _____

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report

Exhibit A. Attachment 1

GOALS & OBJECTIVES	ACTIVITIES	OUTPUTS	OUTCOMES
<p>Goal #1 Provide meaningful and increased access to the Latinx community in rural Clackamas County.</p> <p>Objective #1 Provide long-term and short-term population specific services to adult and minor victims in rural communities, including assistance in immigration matters.</p> <p>Objective #2 Reduce the impact of the unique barriers faced by Latinx victims in the rural areas of the County.</p>	<p>Rural advocate will provide bilingual and bicultural crisis intervention as well as short-term stabilization through safety planning, information and referral, financial support, case management, skills training, legal and medical support, and general advocacy.</p> <p>Rural advocate will conduct extensive outreach in rural communities to increase awareness of services to survivors and will participate in the ASP-FJC Rural Domestic Violence Collaborative Meetings.</p> <p>Rural advocate will link victims directly to legal advocacy and assistance services through EPHC & Catholic Charities immigration clinics and other related services.</p>	<p>Rural advocate will conduct a minimum of 8 community presentations related to domestic and sexual violence.</p> <p>The Latina rural advocate will serve a minimum of 30 rural victims annually.</p> <p>Offer immigration assistance forums/clinics/outreach efforts semi-annually.</p>	<p>85% of survivors will have developed a safety plan</p> <p>85% of survivors will report having gained knowledge of community resources and new ways to keep themselves and their children safe.</p>

Exhibit A. Attachment 1

<p>Goal #2 Increase the safety and well-being of women and children in the rural communities of Clackamas County by directly and immediately addressing sexual assault, domestic violence, dating violence and stalking.</p> <p>Objective #1 Provide long-term and short-term victim services to adult and minor victims in rural communities.</p> <p>Objective #2 Enhance and implement strategies to increase awareness and prevent sexual assault, domestic violence, dating and/or stalking.</p> <p>Objective #3 Encourage collaboration across multiple sectors through sustaining and expanding projects of the ASP-FJC Rural Collaborative.</p>	<p>Provide 1.0 FTE system-based DA-VAP Victim Advocate to work exclusively with rural victims of domestic violence, dating violence, sexual assault and stalking.</p> <p>System-based rural advocate will provide ongoing crisis intervention, safety planning, protective order application assistance, Crime Victim Compensation application support, hospital and law enforcement call out response, information and referrals, criminal justice support and accompaniment, emergency financial assistance, advocacy, and ongoing emotional support to rural victims, regardless of the prosecutorial merit of the case.</p> <p>1.5 FTE Rural Advocates (community-based) provide crisis intervention, short-term and long-term support services and coordinate wrap around services through the ASP-FJC Rural Collaboration.</p>	<p>System-based rural advocate serves 300 victims during Y1-Y3.</p> <p>Community-based rural advocates serve minimum 100 victims (children, youth, and adults) annually.</p> <p>Expand the ASP Rural Collaborative by adding a minimum of one new partner agency annually.</p>	<p>90% of all rural victims requesting services will have developed or understand how to develop a basic short/long term safety plan.</p> <p>85% of all rural victims requesting services will report that (1) they will have an increased awareness of resources to support their life in a violence-free environment and (2) their requested services met their basic needs.</p> <p>95% of victims who receive safety planning services from the DA-VAP advocate will be informed about the protective order process.</p> <p>95% of victims seeking a protective order will receive support in filing for the order.</p> <p>ASP-FJC Rural Collaborative is viewed as a high-functioning and effective collective impact model as assessed by community partners through annual survey.</p>
<p>Goal #3 Expand and enhance</p>	<p>. 5 FTE Prevention Specialist</p>	<p>Provide ten-module violence-</p>	<p>Reduce the rate of sexual and</p>

Exhibit A. Attachment 1

<p>capacity to reduce the rate of sexual and dating violence perpetration and victimization before the violence occurs by addressing known risk factors, and promoting healthy relationships and behaviors among youth.</p> <p>Objective #1 Teach and promote bystander intervention in middle and high schools in rural Clackamas County.</p> <p>Objective #2 Pilot Social Emotional Learning (SEL) programming for parents in order to help them model healthy relationships with their children.</p>	<p>focused on services in rural schools.</p> <p>CWS Rural Advocate and Prevention Specialist deliver SEL programming.</p>	<p>prevention curriculum in 5-6 middle school and high schools in the rural school system annually.</p> <p>Complete its research of available SEL programs and plan specific projects for each targeted audience (Y1). Pilot Social Emotional Learning programming for parents in order to help them model healthy relationships with their children (Y2).</p>	<p>dating violence perpetration and victimization.</p> <p>Increase in awareness of services available for students who are victimized. Dependent on the SEL pilot program, educators would use a corresponding evaluation tool for Y2.</p>
---	---	--	--

**EXHIBIT B: SUBRECIPIENT BUDGET
OVW-FED-DOJ-Rural-0041-2**

Organization: Clackamas District Attorney's Office

Funded Program Name:

Program Contact:

Agreement Term: January 1, 2018-September 30, 2020

	<i>Approved Award Amount</i>	<i>Approved Match Amount</i>
Approved Award Budget Categories		
Personnel (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
1.0 Rural Victim Advocate		
Salary	\$ 141,870.00	
Fringe	\$ 56,910.00	
Total Personnel Services	\$ 198,780.00	
Total Other Costs	\$ -	
Total Grant Costs	\$ 198,780.00	

EXHIBIT E-Updated
MONTHLY AND FINAL PERFORMANCE REPORT

Performance Reporting Schedule

SUBRECIPIENT must submit a **Semi Annual** Performance Report, to Clackamas Women's Services, on January 10th and July 10th annually.

SUBRECIPIENT must submit a **Final** Performance Report no later than October 15, 2020 along with the final request for payment.

Performance Reporting Content and Format

The reports may be provided electronically. **The following reports are due SEMI-ANNUALLY on January 10th and July 10th.**

- (a) MUSKIE Data Collection Form;
- (b) Progress Report on Outputs, Objectives ;

MUSKIE Report: CC-DA to complete sections A2, C1, C2, C3, C4, D, E2 and Q 71, Q72, Q73 and Q74

Progress Report: See Attachment 1for reference

Reporting Adverse Conditions or Material Impairments to Award Performance

In addition to the Quarterly and Final Performance Reports, SUBRECIPIENT must notify Clackamas Women's Services Project Officer of developments that have a significant impact on grant-supported activities. SUBRECIPIENT must inform Clackamas Women's Services Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability of SUBRECIPIENT to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Clackamas County District Attorney's Office
Federal Grant Agreement – **OVW-FED-DOJ-Rural-0041-2**
Page 2 of 2
EXHIBIT E-

Project Name: <i>Expanding access for marginalized and underserved populations, enhancing services and providing prevention through the A Safe Place Family Justice Center Rural Collaborative for Clackamas County</i>	Agreement #: OVW-FED-DOJ-Rural-0041-2
Federal Award #: OVW-FED-DOJ-Rural-0041	Date of Submission: XX/XX/XX
Subrecipient: Name	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Exhibit F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 2):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____
