



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:


Approval Intergovernmental Agreement Amendment #1 between Clackamas
County Community Corrections and City of Wilsonville to Provide Work Crew
Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Wilsonville.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$62,800.00 in revenue to support the Community Service proQram.
Funding Source	City of Wilsonville.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Wilsonville. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Wilsonville.

Respectfully submitted,


Malcolm McDonald, Director
Community Corrections

CITY OF WILSONVILLE AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF WILSONVILLE (AGENCY) Dated June 11, 2020 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 1 (one) of 3 (three) renewals on this contract dated June 11, 2020.

This Amendment, when signed by City of Wilsonville and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 11, 2020.

Clackamas County

Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

City of Wilsonville

29799 SW Town Center Loop
Wilsonville, OR 97070
(503) 570-1584

Chair, Board of County Commissioners

Delora Kerber

Authorized Signature

Date

Delora Kerber, Public
Printed Name/Title
Works Director

Recording Secretary

7/9/2021
Date

Approved as to form

GIA 5/4/21

City Counsel



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement Amendment #2 between
Clackamas County Community Corrections and Metro to Provide
Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$12,200.00 in revenue to support the Community Service program.
Funding Source	Metro.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Metro. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Metro.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

METRO AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County {COUNTY} and METRO {AGENCY} Dated October 31, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 {two} of 3 {three} renewals on this contract dated October 31, 2019.

This Amendment, when signed by Metro and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated October 31, 2019.

Clackamas County
Chair Tootle Smith
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Metro
600 NE Grand Avenue
Portland, OR 97232
(503) 797-1700

Chair, Board of County Commissioners

Date

Recording Secretary

Approved as to form



County Counsel

5/4/21

**Jen Keisler
Fomes**

Digitally signed by Jen Keisler Fomes
DN: cn=**Jen Keisler Fomes**, o=Metro,
ou,
email=jen.keislerfomes@oregonmetro
gov, c=US
Date: 2021.05.17 11:30:27 -0700

Authorized Signature

Jen Keisler Fomes, Parks Operations Manager

Printed Name/Title

5/17/21

Date



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement Amendment #2 between Clackamas County
Community Corrections and Clackamas River Water to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas River Water.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas River Water.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas River Water. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas River Water.

ed,

Malcolm McDonald, Director
Community Corrections

CLACKAMAS RIVER WATER AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County {COUNTY} and CLACKAMAS RIVER WATER (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas River Water and the Board of County Commissioners, on behalf Clackamas County, will become part of the contract document dated July 11, 2019.

Clackamas County
Chair Tootle Smith
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Clackamas River Water
PO Box 2439
Clackamas, OR 97015
(503) 722 9220

Chair, Board of County Commissioners

Sheryl French, President
Authorized Signature

Date

Sheryl French, President
Printed Name/Title

Recording Secretary

7-1-21
Date

Approved as to form

J
C...
5421
City Counsel



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

July 20th, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office for the use of the Public Safety Training Center (PSTC) Complex

Purpose/Outcome	Approval of the IGA will continue the DHS's current utilization of the PSTC range and classrooms and create a billing mechanism to capture rental income.
Dollar Amount and Fiscal Impact	Estimated \$50,000 annually, billed to the Department of Homeland Security- Seattle Field Office based upon actual cost as outlined in County Code Appendix A - Fee
Funding Source	Revenue
Duration	Current through June 30 th , 2026
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus towards keeping our residents safe, healthy, and secure
Counsel Review	Andrew Naylor 6/23/21
Procurement Review	Item is an IGA
Contact Person	Ryan Brown, CCSO PSTC Manager 503.785.8039
Contract No.	None

BACKGROUND:

Department of Homeland Security- Seattle Field Office has been utilizing PSTC room assets (shooting range/classrooms) for the better part of a year. DHS is one of 10 federal law enforcement agencies that currently utilize PSTC room assets for training purposes, of which all others pay CCSO for their utilization. In formalizing this agreement, PSTC can begin collecting revenues from DHS in perpetuity. These revenues are significant to PSTC's cost-recovery model, and this agreement embodies our charter of promoting safe communities and policing outcomes through training excellence in our region.

RECOMMENDATION: The Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office
Respectfully submitted,

Angela Brandenburg
Sheriff

INTERGOVERNMENTAL AGREEMENT

Between Clackamas County on Behalf of the Clackamas County Sheriff's Office

and

DEPARTMENT OF HOMELAND SECURITY-SEATTLE FIELD OFFICE

For Use of Public Safety Training Center - Bowman Training Complex

This intergovernmental agreement ("Agreement") is entered into as of the 1st day of July 2021 by and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through its Sheriff's Office ("CCSO"), and the Department of Homeland Security, Seattle Field Office ("Agency"). This Agreement is authorized pursuant to ORS 190 *et. seq.* and becomes effective upon full execution by the parties.

RECITALS

Whereas, ORS 190 *et. seq.* authorizes County, a local unit of government, and Agency, a local, state, or federal agency, to enter into this Agreement for the performance of any and all activities that a party to the Agreement has authority to perform;

Whereas, County owns, and the Clackamas County Sheriff's Office operates the Public Safety Training Center (PSTC) Complex ("Complex"), which includes the Bowman Building, located at 12700 SE 82nd Ave Clackamas, OR 97015;

Whereas the Complex is an ideal facility for various law enforcement training activities and exercises;

Whereas Agency wishes to utilize the Complex, obtain training from CCSO staff, purchase ammunition for use at the PSTC Bowman Training Complex shooting range, or otherwise utilize the Complex for uses approved by the Sheriff's Office;

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

NOW THEREFORE, pursuant to ORS 190.003 *et. seq.*, and for good and valuable consideration, the receipt of which is hereby acknowledged, County and Agency agree as follows:

- 1. Term:** this Agreement shall remain in effect until June 30th , 2026 or until terminated by one or more of the parties hereto.

- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.

- 3. Consideration:** Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

- 4. County/CCSO Responsibilities:** County agrees to the following:
 - a. County shall provide secure facility to conduct law enforcement training.
 - b. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
 - i. CCSO must make their Health and Safety inspections available to Agency for review upon written request.
 - c. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
 - d. CCSO will provide space for Agency to conduct training of its employees that may consist of 4 or 8 consecutive hours, Monday thru Friday between the hours of 7:00AM - 8:00 PM.

- 5. Agency Responsibilities:**
 - a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
 - b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
 - c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

- d. Agency shall promptly report to CCSO any incident caused by Agency and resulting in injury or property damage to or within the Complex.
 - e. This Agreement constitutes Agency's "assumption of risk" (see section 13) for all officers during sponsored Agency training and exempts individual officers from signing individual forms while utilizing County facilities during official Agency training.
 - f. Agency shall timely pay any invoice for use of the Complex.
 - g. Agency shall complete all trainings, instructions, or certifications required by CCSO prior to use of the Complex.
 - h. Agency shall, upon request by the County/CCSO, immediately cease use and vacate the Complex if the County determines, in its sole discretion, that Agency's use of the Complex conflicts with County's intended use of the Complex.
 - i. Agency will provide all ammunition to employees for practice both on and off-duty in order to maintain compliance with ICE Firearms and Use of Force Policy, dated November 8, 2019, Chapter 8, ICE-issues/Approved Ammunition, Section B)1i:
 - "Authorized Officers may only use ICE-issued ammunition for their ICE firearms even when off duty."
 - j. Agency shall comply with all other terms and conditions of this Agreement.
- 6. Reservations and Conflicting Use:** Agency's use of the Complex is conditioned upon submission of a timely, written reservation identifying the dates, times, and intended use of the Complex. Agency shall pay a reservation fee in the amount set forth in the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to making a reservation. All reservations shall be for a minimum of 4 hours of use unless CCSO consents, in writing, to a lesser period. For reservations cancelled between seven (7) days and four (4) weeks prior to the intended date of use, Agency shall pay 50% of the reservation fee. For reservations cancelled less than seven (7) days before the date of intended use, Agency shall pay the full reservation fee. If Agency intends to use the Complex's shooting range, Agency shall notify CCSO of its intent to purchase ammunition as part of its written reservation. Agency shall, to the maximum extent possible, submit a written reservation request at least one (1) month in advance of the intended use.

Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that Agency's use of the Complex is subordinate and subject to CCSO use of the Complex. Agency may not use the Complex if such use conflicts with the CCSO use of the Complex. The County/CCSO may, for any reason and in County/CCSO's sole discretion, deny

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

Agency's requested use of the Complex, or revoke and rescind a previously authorized use of the Complex.

- 7. Afterhours Access:** CCSO may, its sole discretion, permit Agency access to the Complex outside of normal business hours, including weekends and holidays. Agency's access to the Complex outside of normal business hours is subject to, and contingent upon, Agency's successful completion of any and all trainings, instructions, or certifications CCSO determines, in its sole discretion, are required to permit such access. CSSO may condition Agency's access to the Complex outside of normal business hours upon Agency's acceptance of any additional terms and conditions CCSO determines, in its sole discretion, may be required to permit such access.
- 8. Condition of PSTC Bowman Complex:** County makes no representations or warranties, express or implied, as to the condition of the Complex or its fitness for any particular use by Agency.
- 9. Cleaning and Repair Costs:** Prior to leaving the Complex, Agency will return any portion of the Complex used by the Agency to its original, clean condition. Agency shall be responsible for any cleaning, repair, or remediation costs arising from or related to Agency's use of the Complex. County shall provide Agency an invoice for any cleaning, repair, or remediation costs incurred by County as a result of Agency's use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.
- 10. Gun Handling.** Gun handling or other use outside of the Complex's shooting range is not permitted. All guns must be holstered, cased, or slung muzzle-down when transferred from the parking lot into the Complex.
- 11. Targets and Shooting Lane Use.** When using the Complex's shooting range, targets should be placed at the appropriate height and orientation to avoid shooting the ground, ceiling, or carrier components. Whenever possible, shooting lanes near the walls should not be used to avoid wall strikes.
- 12. Compliance with Applicable Law.** Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Agency's use of the Complex.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

13. Express Assumption of Risk.

By signing this agreement, Agency appreciates the risks involved in Agency's use of the Complex and hereby expressly assumes any and all risks arising out of or relating to Agency's use of the Complex. Agency acknowledges the United States is liable for the negligent or wrongful acts or omissions of its agents and employees while action within the scope of their employment as permitted by the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2401-2416.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

14. Liability.

The parties agree that each party is responsible for the negligent or wrongful acts and omissions of its employees.

In addition, the parties agree that, should a claim arise involving the negligent or wrongful act or omission of an Agency employee in the scope of his employment, Agency shall be responsible for the investigation and disposition of said claim in accordance with the federal tort claims act (FTCA), Title 28, United States Code, Sections 1346(b), 2401(b) and 2671 -80. The United States, Agency, and Agency' s employees shall be liable only to the extent permitted by the federal tort claims act. The CCSO agrees to notify Agency of any administrative claim arising out of an activity conducted pursuant to this memorandum of understanding. Nothing in this paragraph prevents any party from conducting an independent administrative review or the incident giving rise to the claim;

IGA Between Clackamas County and Seattle Field Office, Portland Office,

however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the Complex.

CCSO, its agents, employees, program attendees and instructors shall not be responsible for any loss of any property or equipment belonging to Agency.

Nothing herein should be construed as supplanting any applicable statute, rule, or regulation.

Agency, as part of ICE, is a component of DHS and as such, it is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act, Title 28, U.S.C., Sections 1346. et seq., provides the sole means through which the U.S.

Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment. If CCSO, its personnel, patients, or other third parties suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of Agency while they are acting within the scope of their offices or employment as part of Seattle Field Office, and wish to submit a claim under the FTCA, they must file a completed Form SF-95, and they or their estate will contact Seattle Field Office for information on how to do so.

15. Termination. This Agreement may be terminated as follows:

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual consent of the parties, or by County/CCSO for convenience upon thirty (30) days written notice to Agency.
- b. Termination for Cause. Either Agency or County/CCSO may terminate this Agreement at any time if that party (the “terminating Party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting Party”). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have 30 days to cure the default described by the terminating Party. If the defaulting Party fails to cure the default within such 30-day period, then this Agreement shall terminate 10 days following the expiration of such 30-day period.

IGA Between Clackamas County and Seattle Field Office, Portland Office,

- 16. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 17. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- 18. Integration.** This Agreement contains the entire agreement between County/CCSO and Agency and supersedes all prior written or oral discussions or agreements.
- 19. Amendments.** County and Agency may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
- 20. Waiver.** Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 21. Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated, therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IGA Between Clackamas County and Seattle Field Office, Portland Office,

22. No Third-Party Beneficiaries. County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

23. Assignment. Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County’s sole and absolute discretion. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

24. Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

25. Notifications. All notices required under this Agreement, including scheduling and reservations requests and related issues, are to be made as follows:

City of Clackamas:	Agency:
Training Division Clackamas County Sheriff’s Office 12700 SE 82 nd Ave Clackamas, OR 97015	Seattle Field Office Portland, OR Office
and	and
Clackamas City Attorney’s Office 12345 Avenue, Clackamas, OR 97015	Office of Acquisition Management Detention Compliance & Removals – Laguna 24000 Avila Road, Suite 3104 Laguna Niguel, CA 92677

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

Clackamas County

Department of Homeland Security

By: _____ Date _____
Title: _____

By: **Natasha Nguyen** Date _____
Title: **Contracting Officer**

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



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

July 22, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for Grant Funding through
United States Department of Justice; Bureau of Justice Assistance to Expand the Body-Worn-Camera Program

Purpose/Outcome	Clackamas County Sheriff's Office (CCSO) requests approval to apply for grant funding through the U.S. Department of Justice (DOJ), which will expand the existing body-worn camera (BWC) program
Dollar Amount and Fiscal Impact	CCSO anticipates this grant funding will total \$200,000.00 with a \$100,000.00 cash/in-kind matching requirement. The total cost of the body-camera enhancement project will total \$1,523,900.00 over the course of five years. The year one financial impact to the County will be \$376,700.00. Years two through five will be \$286,800.00 annually
Funding Source	Grant Funding: Federal U.S. Department of Justice Other Funding Sources: Contract Cities, ELED, Levy, County General Fund
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Duration	36 Months; however, CCSO will expend the grant funds within one year
Previous Board Action/Review	Not Applicable to grant application. The Board of County Commissioners authorized CCSO to enter into a contract with Axon totaling \$1,586,066.65 over the course of five years to implement the BWC program
Counsel Review	Not Applicable
Procurement Review	Not Applicable
Contact Person	Nancy Artmann (503)785-5012
Solicitation No.	O-BJA-2021-131001

BACKGROUND:

This Body-Worn Camera Policy Implementation Program supports law enforcement agencies by purchasing BWCs implemented as part of a comprehensive BWC program. If awarded, CCSO would purchase 100 additional BWCs to enhance the existing BWC program at a total cost of \$1,523,900.00 under the County's existing Axon Enterprise Contract. This grant has a cap limit of \$2,000.00 per BWC; the additional financial resources to fund the project will be shared between the Contract Cities, County General Fund, Public Safety Local Option Levy, and the Enhanced Law Enforcement District.

RECOMMENDATION:

Staff recommends that the Board approve the attached Financial Assistance Application Lifecycle Form authorizing CCSO to apply for the BWC grant opportunity.

Respectfully submitted,

Angela Brandenburg,
Sheriff

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department & Fund:

Clackamas County Sheriff's Office

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

BJA FY 21 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Sheriff A. Brandenburg

Requestor Contact Information:

503-785-5003 : angiebran@clackamas.us

Department Fiscal Representative:

Nancy Artmann (503-785-5012 : nartmann@clackamas.us)

Program Name or Number (please specify):

O-BJA-2021-131001

Brief Description of Project:

This project will fund the purchase of additional body-worn cameras (BWCs) to expand and enhance the Sheriff's Office comprehensive BWC program.

Name of Funding Agency:

U.S.Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency's Web Address for funding agency Guidelines and Contact Information:

Bureau of Justice Assistance: https://bja.ojp.gov/funding/opportunities/o-bja-2021-131001?utm_campaign=fundingnewsandresources&utm_medium=email&utm_source=govdelivery

OR

Application Packet Attached: Yes No

Completed By:

Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

N/A

Announcement Date:

May 26, 2021

Announcement/Opportunity #:

Listing # 16.835

Grant Category/Title:

BJA FY 21 Body-Worn Camera

Max Award Value:

\$200,000 Funding limited to \$2,000.00 per BWC

Allows Indirect/Rate:

N/A

Match Requirement:

1:1 match by the grantee (50%)

Application Deadline:

July 26, 2021

Other Deadlines:

July 12, 2021 - Submit SF-424 and SF-LLL

Award Start Date:

Performance Start 10/1/2021

Other Deadline Description:

Award End Date:

N/A

Completed By:

Performance Duration is 36 months

Program Income Requirement:

Pre-Application Meeting Schedule:

N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding will be used to support the Sheriff's Office's mission of providing public safety and law enforcement services to the people of Clackamas County through the expansion of the BWC program. The comprehensive BWC program of the Sheriff's Office is designed to improve law enforcement interactions with the public, help strengthen accountability and transparency, and assist in conflict de-escalation and resolution.

2. What, if any, are the community partners who might be better suited to perform this work?

None

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The objective of the DOJ BWC grant is to fund the purchase of BWCs as a promising tool to improve law enforcement interactions, which will be supported by program evaluation and practices (Performance Measures). The Sheriff's Office will meet the DOJ objectives through the submission of program and activity evaluations.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, the grant will expand an existing BWC program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Funding will not create a new program. Instead, funding supports the expansion of the existing BWC program by purchasing additional BWC equipment, which is sustainable within the current program budget.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

The Sheriff's Office is prepared to address the following deliverables: Regular progress reports, submission of BWC policy and scorecard reports, adherence to federal/local procurement guidelines; and, completion of exit conference/reports.

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Regular performance data directly relating to the goals, objectives, and deliverables will be submitted electronically to the Office of Justice Programs in JustGrants, demonstrating the result of the work carried out under the award.

3. What are the fiscal reporting requirements for this funding?

Period of Performance Duration is 36 months regardless of equipment procurement date.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes. Grant administration will be incorporated within existing resources.

2. Are other revenue sources required? Have they already been secured?

CCSO received a quote from Axon to purchase 100 additional BWCs to enhance the program. The total cost of the cameras will be 1,523,900.00 over five years to implement the program. The year one financial impact will be \$367,700.00. Years two through five will be \$286,800.00 annually. Other funding sources include Contract Cities, ELED, Levy, County General Fund.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

This grant requires a 50 percent cash or in-kind match within the project period. This county will meet the matching requirement with our current bwc program, which utilizes the county general fund.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A.

Program Approval:

Michael Morasko

06/16/2021



Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Sheriff Angela Brandenburg	06/16/2021	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Nancy Artmann	06/16/2021	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	7/14/2021	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.