



# AGENDA - \*Revised

Added Presentation

## Thursday, October 29, 2015 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-111

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

### I. PRESENTATION *(Following are items of interest to the citizens of the County)*

- \*1. Presentation from the County Assessor Regarding the 2015 Property Tax Statements (Bob Vroman, County Assessor)

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

1. Board Order No. \_\_\_\_ Accepting a Transfers of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of Vradenburg Road, County Road No. 1831 (Rick Maxwell, Department of Transportation and Development)
2. Resolution No. \_\_\_\_ for a Clackamas County Supplemental Budget (Greater than 10%) for Fiscal Year 2015-2016 (Diane Padilla, Budget Manager)

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

### A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with Multnomah County for the Regional Older Adult Behavioral Health Coordinator – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with the City of Happy Valley for Reimbursement of Consultant Services Related to the Update to the 172<sup>nd</sup> – 190<sup>th</sup> Corridor Management Plan
2. Board Order No. \_\_\_\_\_ Declaring a Portion of Otty Road to be County Road Number 3442

**C. Finance Department**

1. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016
2. Resolution No. \_\_\_\_\_ for Clackamas County for Budgeting of New Specific Purposes Revenue for Fiscal Year 2015-2016
3. Resolution No. \_\_\_\_\_ for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016

**D. Elected Officials**

1. Approval of Fiscal Year 2015-2016 Services Contract between Clackamas County District Attorney's Office and the Children's Center of Clackamas County – *District Attorney*
2. Approval of an Intergovernmental Grant Agreement between the Clackamas County District Attorney's Office and the Department of Justice for the 2015 State Child Abuse Multidisciplinary Intervention Grant Program Award – *District Attorney*
3. Approval of 2015-2017 Victims of Crime Act and Criminal Fine Account Non-Competitive Program Grant for the District Attorney's Office - *District Attorney*

**E. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc. Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC.

**V. DEVELOPMENT AGENCY**

1. Resolution No. \_\_\_\_\_ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the Otty Street Realignment Project and Authorizing Negotiation and Eminent Domain Actions

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

**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.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



# Department of Assessment & Taxation

Bob Vroman, Assessor

## 2015-2016 Property Tax Statement Information

### Payment Information — Options, Due Dates, & Ways to Pay

#### Payment Options

##### Full Amount:

Receive a 3% discount if paid in full by November 16, 2015

##### 2 Installments:

Receive a 2% discount if paying 2/3's by November 16<sup>th</sup>; final 1/3 is due May 16, 2016

##### 3 Installments:

1<sup>st</sup> third due November 16, 2015

2<sup>nd</sup> third due February 16, 2016

Final third due May 16, 2016

#### Payment Due Dates

To receive the discount and avoid interest, **payments must be received**, postmarked, transmitted online or delivered to our office **on or before Monday, November 16, 2015**. Interest is charged on any unpaid portion of the first 1/3 *after* November 16<sup>th</sup> at the rate of 16% annually.

#### Bill Payment Service Users

Know your bill pay service rules. Payments made with electronic bill pay services **must be received** in our office by November 16<sup>th</sup>. Please request payment far enough in advance with your bill pay provider.

#### Please Mail Early

Please include payment stubs with your check. **Discounts are lost if payments are not postmarked or received by November 16, 2015.** Your cancelled check is your receipt. ***Postdated checks are not timely payments.*** All checks are processed as received. Please do not mail cash. Your payment by check authorizes us to process a one-time electronic funds transfer. Make checks payable to Clackamas County Tax Collector or CC Tax. Payments returned for insufficient funds or postage will result in loss of discount. Returned checks will be charged a \$25.00 service fee.

#### Pay Your Taxes Online

Payments can also be made online at [www.clackamas.us/at/pay.html](http://www.clackamas.us/at/pay.html) with a credit card, debit card, or e-check. All payments must be submitted on or before the due date. Convenience fees are charged by US Bank for online pay services and fees are listed on our website. The online payment process is completely voluntary. **We cannot process payments by phone.**

**Credit and debit card payments can only be made online** 

### Appeal Rights to the Board of Property Tax Appeals (BOPTA)


If you have questions regarding the values on your tax statement, please call 503-655-8671; our appraisal staff will be available to discuss your concerns. If you disagree with the values on your statement, you can file an appeal with the Board of Property Tax Appeals (BOPTA) by Thursday, December 31, 2015. You can contact the County Clerk's office at 503-655-8662 for more information. BOPTA information and appeal forms are available online at [www.clackamas.us/at/proappeals.html](http://www.clackamas.us/at/proappeals.html). Appeal forms must be postmarked or delivered directly to the Clerk's office on or before Thursday, December 31, 2015.

150 Beaver Creek Road, Oregon City

Office Hours: 7:00 AM to 6:00 PM

Monday - Thursday (Closed on Fridays)

 503-655-8671

 503-655-8313

[www.clackamas.us/at](http://www.clackamas.us/at)

Clackamas County Offices are closed

Wednesday, November 11<sup>th</sup>

in observance of Veteran's Day.

Our office will be open on Friday, November 13<sup>th</sup>  
from 8:00 AM to 3:00 PM

 [propertytaxinfo@clackamas.us](mailto:propertytaxinfo@clackamas.us)

## Town Hall Meetings

The Assessor and his staff will conduct town hall meetings between October 27<sup>th</sup> and November 5<sup>th</sup>. Information provided includes property values, tax changes, senior & disabled citizen property tax deferrals, veterans exemptions, farm & forestland deferrals, value appeals, plus Measure 50 and its effect on taxes.

DATE	LOCATION
October 27, 2015 2:00 – 3:30 PM	<b>GLADSTONE</b> Gladstone Senior Center 1050 Portland Avenue
October 27, 2015 7:00 – 8:30 PM	<b>DAMASCUS</b> Damascus Community Church 14251 SE Rust Way
October 28, 2015 9:00 – 10:30 AM	<b>MILWAUKIE</b> The Milwaukie Center 5440 SE Kellogg Creek Drive
October 29, 2015 2:00 – 3:30 PM	<b>LAKE OSWEGO</b> Adult Community Center 505 G Avenue
November 2, 2015 7:00 – 8:30 PM	<b>All County Town Hall</b> Development Services Bldg Room 115 150 Beaver Creek Road Oregon City
November 4, 2015 7:00 – 8:30 PM	<b>MILWAUKIE</b> The Milwaukie Center 5440 SE Kellogg Creek Drive
November 5, 2015 12:30 – 2:00 PM	<b>SANDY</b> Community & Senior Center 38348 Pioneer Boulevard
November 5, 2015 7:00 – 8:30 PM	<b>ESTACADA</b> Community Center 200 SW Club House Drive

**Questions?** Call or email us at  
**503-655-8671**  
[propertytaxinfo@clackamas.us](mailto:propertytaxinfo@clackamas.us)

### Yellow Tax Statements !

Receiving a yellow tax statement means a lender requested payment information and *may* pay your property tax. Call your lender if you have any questions about who is responsible for payment. Please keep this statement for your records and do not pay with this statement if your lender pays your taxes.

### Pay in Person or Use Payment Drop Box

Walk in payment service is available during business hours; payment drop boxes are located at our building entrance and a drive-thru drop box in the parking lot during November. Please do not place cash in the drop boxes.



## Property Taxes Support Your Local Services



\* Miscellaneous includes Port, Vector, Cemetery, Water, Parks, and Lighting.  
 \*\* Service includes Library, Metro, Extension Office, and Sewer Based on 2014 Data

Property taxes in Clackamas County support 133 local government taxing districts, including 18 school districts, 17 cities, 14 fire districts, and the County. Other taxing districts providing services include water districts, public safety districts, the Port of Portland, and Metro.

## Voter Approved New Money Measures

Local Option Renewal: up \$0.20 per 1,000; increases from \$.25 to \$.45 for Tualatin Valley Fire & Rescue.

### New Bonds:

City of Portland	\$0.0877 per 1,000
Clackamas Community College	\$0.1900 per 1,000
Colton School District	\$0.5400 per 1,000
West Linn/ Wilsonville School District	\$0.8700 per 1,000
Clackamas Fire District # 1	\$0.1000 per 1,000

## More information

Visit our website at  
[www.clackamas.us/at](http://www.clackamas.us/at)

- Real Market Values Rise for January 1, 2015
- Tax Changes and Increases by Area
- 2015 Press Release
- Business Personal Property has new Filing Deadline
- What is Measure 5 Compression
- Senior & Disabled Citizen Deferrals
- Farm & Forestland Deferrals
- Disabled Veterans Exemption
- Graph a Measure 50 Value History for your property



Graph Measure 50  
Value Histories



**COPY**

**M. BARBARA CARTMILL**  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

October 29, 2015

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley for a Portion of  
Vradenburg Road (County Road #1831)**

<b>Purpose/Outcomes</b>	Transfers jurisdiction of a portion of Vradenburg Road to the City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway.
<b>Funding Source</b>	Road Fund
<b>Safety Impact</b>	Transferring jurisdiction to the City will allow future development on Vradenburg Road to be consistent throughout, and will alleviate confusion on the part of the public.
<b>Duration</b>	Upon execution; permanent.
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Rick Maxwell, Engineering Tech; 503-742-4671

**BACKGROUND**

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards, and maintenance responsibility of Vradenburg Road. Pending development in the City of Happy Valley would improve Vradenburg Road as a neighborhood street and should this development occur, the transfer would give the City full jurisdiction for future public right of way purposes. Happy Valley has passed Resolution No. 15-09 to initiate the transfer of jurisdiction of Vradenburg Road.

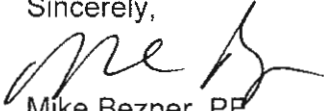
Transferring jurisdiction for this portion of Vradenburg Road to the City of Happy Valley will eliminate confusion and improve efficiencies of maintenance and public service. Vradenburg Road is entirely within the city limits of Happy Valley.

This agreement has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends that the Board approve this Board Order which permanently transfers jurisdiction of a portion of Vradenburg Road to the City of Happy Valley.

Sincerely,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Rick Maxwell at (503) 742-4671

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the City of Happy Valley, jurisdiction over a portion of Vradenburg Road, County Road No. 1831, DTD No. 13041



Order No.  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Happy Valley, by Resolution Number 15-09, dated May 19, 2015, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer portions of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Vradenburg Road	1831	13041	MP 0.417	MP 0.93	162,479 sf

It further appearing to the Board that said transfer of jurisdiction has been recommended by M. Barbara Cartmill, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 09/30/15, 10/07/15, 10/14/15 and 10/21/15; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of Vradenburg Road shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Happy Valley as of the date of this Order; and,

IT IS FURTHER ORDERED that 162,479 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
a portion of Vradenburg Road, County  
Road No. 1831, DTD No. 13041



Order No.  
Page 2 of 2

IT IS FURTHER ORDERED that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that  
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,  
Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 29th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS

---

Chair

---

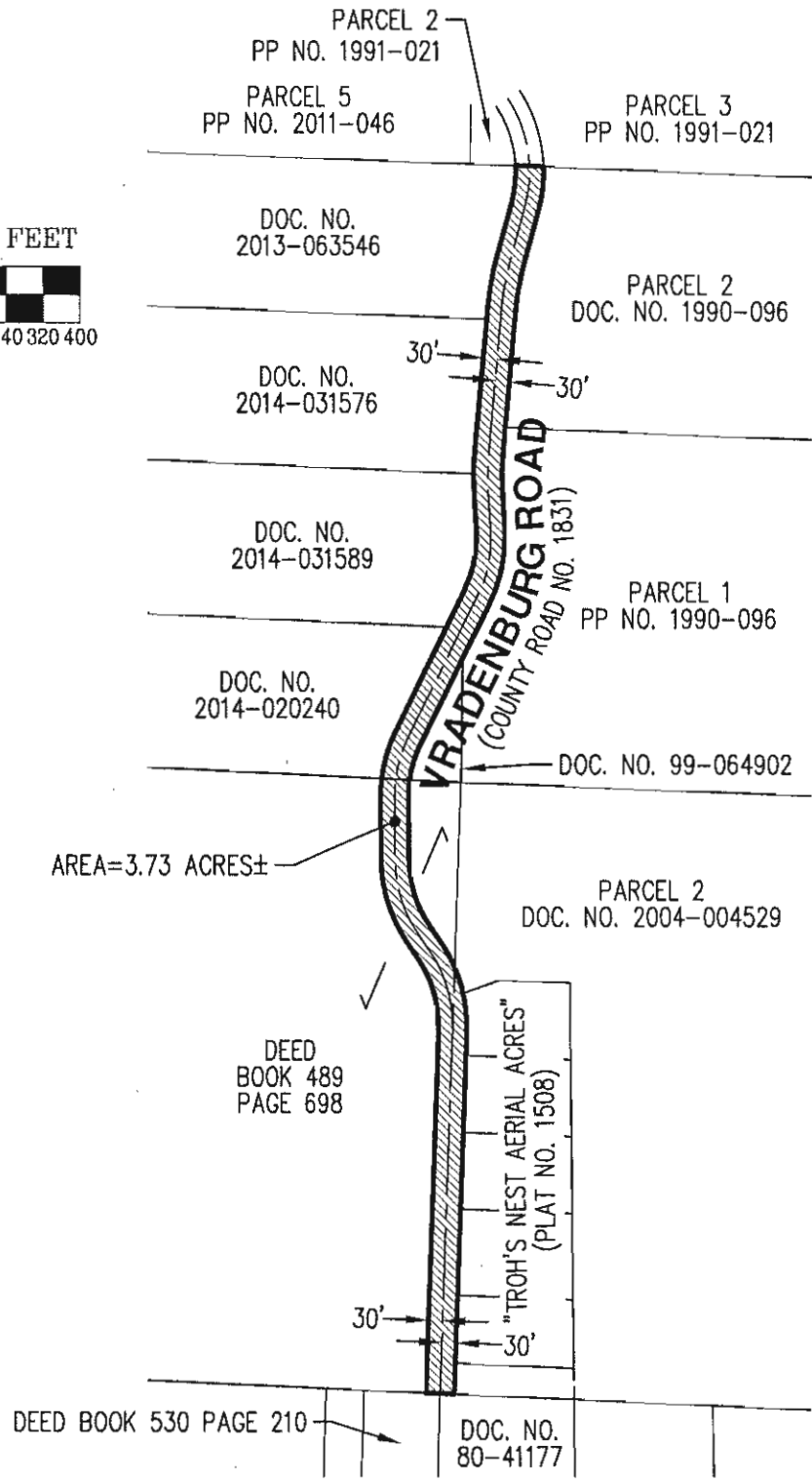
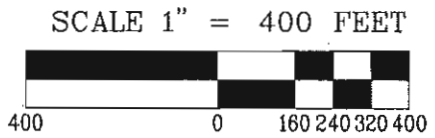
Recording Secretary



# EXHIBIT 1

## MAP OF VRADENBURG ROAD

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SEC. 25, T1S, R2E,  
W.M., CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



### PREPARED FOR

SCOUTER'S MOUNTAIN, LLC.  
PO BOX 87970  
VANCOUVER, WA 98687

6/29/2015

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/16

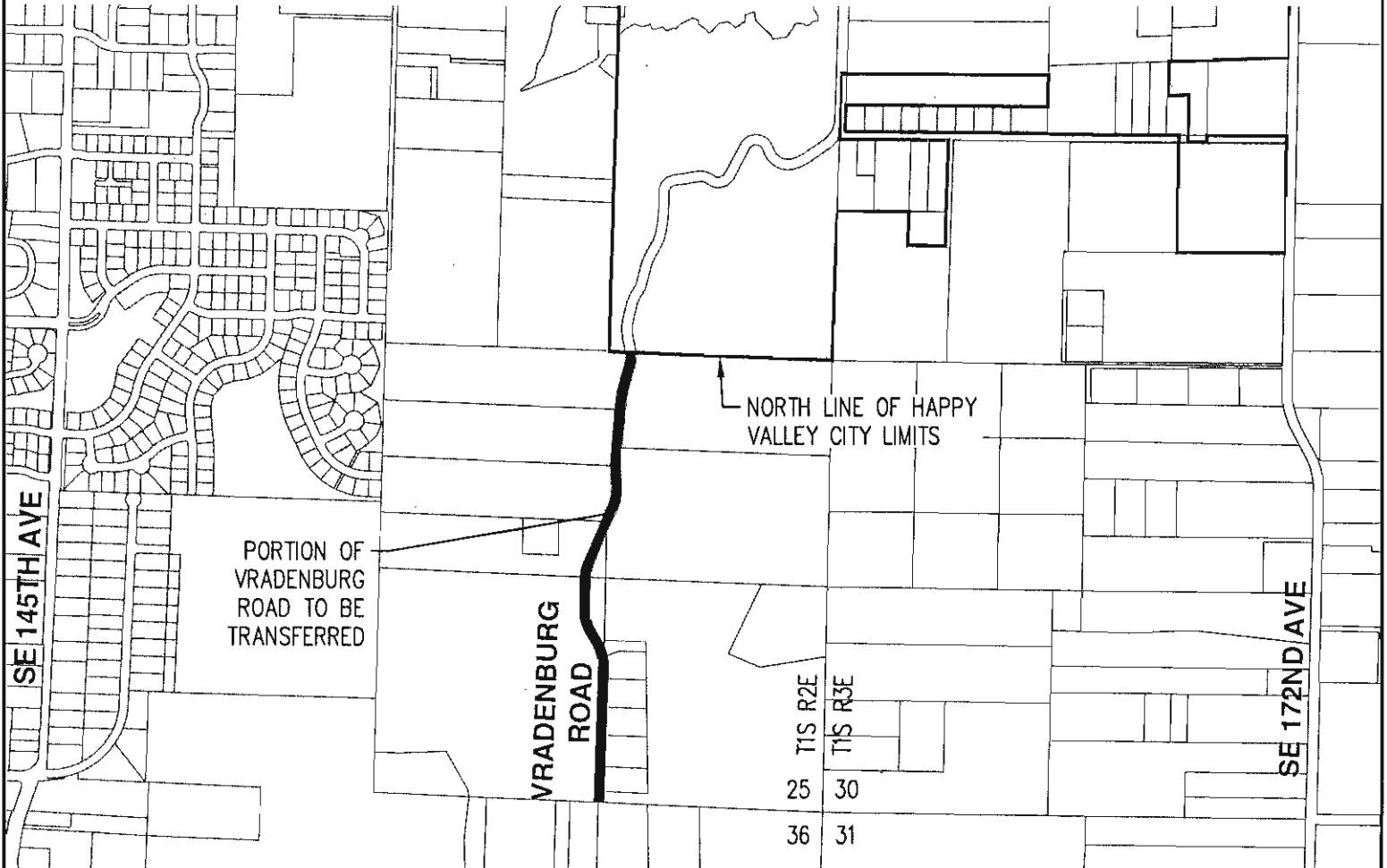
<b>VRADENBURG ROAD</b>		<b>EXHIBIT 1</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD SUITE 100 TUALATIN, OR 97062 www.aks-eng.com PHONE: 503.563.6151 FAX: 503.563.6152		DRWN: WCB CHKD: RDR AKS JOB: 3415



# EXHIBIT 2

## VRADENBURG ROAD LOCATION MAP

A TRACT OF LAND LOCATED IN THE SE 1/4 OF SEC. 25, T1S, R2E,  
W.M., CITY OF HAPPY VALLEY, CLACKAMAS COUNTY, OREGON



### PREPARED FOR

SCOUTER'S MOUNTAIN, LLC.  
PO BOX 87970  
VANCOUVER, WA 98687

6/29/2015

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 11, 2005  
ROBERT D. RETTIG  
60124LS

RENEWS: 12/31/16

SCALE 1" = 1000 FEET



### VRADENBURG ROAD

AKS ENGINEERING & FORESTRY, LLC  
12965 SW HERMAN RD SUITE 100  
TUALATIN, OR 97062 www.aks-eng.com  
PHONE: 503.563.6151 FAX: 503.563.6152



EXHIBIT  
2

DRWN: WCB  
CHKD: RDR  
AKS JOB:  
3415



2  
MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

October 29, 2015

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$71,933.
Funding Source	Includes changes in Prior Year Revenue, Fund Balance, Federal and State Operating Grants, Local Government & Other Agencies, Charge for Services and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Social Services Fund is decreasing and realigning its budget due to reduced state funding for development and disability programs.

The Juvenile Fund is recognizing prior year revenue and additional grant revenue and budgeting to add a full-time accounting specialist and a full-time human services assistant and for program expenses.

The Clackamas Broadband Utility Fund is recognizing fund balance and connection fee revenues and appropriating it in capital outlay.

The Cable Administration Fund is recognizing lower than anticipated fund balance and realigning expenditures accordingly.

The Telecommunication Services Fund is recognizing additional fund balance and budgeting it for a new computer server and other system upgrades associated with the Development Services Building.

The effect of this Resolution is an increase in appropriations of \$71,933 including revenues as detailed below:

Prior Year Revenue	\$ (222,701.)
Fund Balance	357,112.
Federal Operating Grants	407,797.
State Operating Grants	(1,245,055.)
Local Government & Other Agencies	(27,880.)
Charge for Services	905,660.
Interfund Transfer	<u>(103,000.)</u>
Total Recommended	<u>\$ 71,933.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Greater Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2015 through June 30, 2016, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on October 29, 2015.

WHEREAS; the funds being adjusted are:

- . Social Services Fund
- . Juvenile Fund
- . Clackamas Broadband Utility
- . Cable Administration Fund
- . Telecommunications Services Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**October 29, 2015**

Recommended items by revenue source:

Prior Year Revenue	\$ (222,701.)
Fund Balance	357,122.
Federal Operating Grants	407,797.
State Operating Grants	(1,245,055.)
Local Government & Other Agencies	(27,880.)
Charge for Services	905,660.
Interfund Transfers	<u>(103,000.)</u>
Total Recommended	<u>\$ 71,933.</u>

**SOCIAL SERVICES FUND**

Revenues:

Prior Year Revenue	\$ (489,657.)
Fund Balance	3,909.
State Operating Grants	(1,421,111.)
Local Governments & Other Agencies	(105,000.)
Charge for Services	98,000.
Interfund Transfer	<u>(103,000.)</u>
Total Revenues	<u>\$ (2,016,859.)</u>

Expenses:

Social Services	<u>\$ (2,016,859.)</u>
Total Expenses	<u>\$ (2,016,859.)</u>

Social Services Fund is decreasing and realigning its budget due to reduced state funding for development and disability programs.

**JUVENILE FUND**

Revenues:

Prior Year Revenue	\$ 266,956
Federal Operating Grants	407,797.
State Operating Grants	176,056.
Local Governments & Other Agencies	77,120.
Charge for Services	<u>7,660.</u>
Total Revenues	<u>\$ 935,589.</u>

Expenses:

Juvenile	\$ 899,029.
Not Allocated to Organizational Unit	
Special Payment	<u>36,560</u>
Total Expenses	<u>\$ 935,589.</u>

Juvenile Fund is recognizing prior year revenue and additional grant revenue and budgeting to add a full-time accounting specialist and a full-time human services assistant and for program expenses.

**CLACKAMAS BROADBAND UTILITY FUND**

Revenue:		
Fund Balance	\$	57,101.
Charge for Services		<u>800,000.</u>
Total Revenues	\$	<u>857,101.</u>
Expense:		
Clackamas Broadband Utility	\$	<u>857,101.</u>
Total Expenses	\$	<u>857,101.</u>

Clackamas Broadband Utility Fund is recognizing fund balance and connection fee revenues and appropriating it in capital outlay.

**CABLE ADMINISTRATION FUND**

Revenues:		
Fund Balance	\$	<u>(8,460.)</u>
Total Revenues	\$	<u>(8,460.)</u>
Expenses:		
Cable Administration	\$	<u>(8,460.)</u>
Total Expenses	\$	<u>(8,460.)</u>

Cable Administration Fund is recognizing lower than anticipated fund balance and realigning expenditures accordingly.

**TELECOMMUNICATION SERVICES FUND**

Revenues:		
Fund Balance	\$	<u>304,562.</u>
Total Revenues	\$	<u>304,562.</u>
Expenses:		
Telecommunication Services	\$	<u>304,562.</u>
Total Expenses	\$	<u>304,562.</u>

The Telecommunication Services Fund is recognizing additional fund balance and budging it for a new computer server and other system upgrades associated with the Development Services Building.

October 29, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with  
Multnomah County for a Regional  
Older Adult Behavioral Health Coordinator

<b>Purpose/Outcomes</b>	To provide a shared regional Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington counties.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum \$67,086. To be paid in annual installments of \$33,543.00. Payments may require adjustment for annual salary increase and cost of living increase, Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	There is no previous board action for these services
<b>Contact Person</b>	Mary Rumbaugh, Interim Director- Behavioral Health Division - 742-5305
<b>Contract No.</b>	7381

**BACKGROUND:**

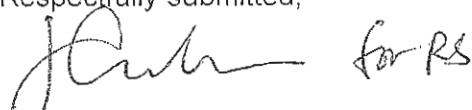
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County to fund an Older Adult Behavioral Health Coordinator position. The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington County with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The contract is effective July 1, 2015 and continues through June 30, 2017. County Counsel has reviewed and approved this contract on October 20, 2015.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

 for RS

Richard Swift, Director



## INTERGOVERNMENTAL AGREEMENT

Contract Number 2014176

This is an Agreement between Clackamas County and Multnomah County (County).

### PURPOSE:

The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington County with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from 7/1/2015 to 6/30/2017.
2. **RESPONSIBILITIES OF Clackamas County.** Clackamas County agrees to pay County for specific services based upon the applicable payment terms set forth below:

A. Contract Funding.

Payments for specified time periods are as follows:

July 1, 2015 - June 30, 2016: Annual payments will be \$ 33,543.

July 1, 2016 - June 30, 2017: Annual payments will be \$ 33,543.

- B. Payments may require adjustment for annual salary increase and cost of living increase, Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.

- C. Clackamas County will provide work space for this position while performing coordination services in Clackamas County.

D. Request for Payment.

1. Clackamas County shall pay Multnomah County equal monthly allotment upon receipt of an invoice from Multnomah County on letterhead referencing this agreement.

Invoice shall be submitted via email to: BHAP@co.clackamas.or.us

2. Clackamas County will remit payment within 30 days from receipt of invoice to:

Multnomah County, MHASD  
Community Mental Health Program  
421 SW Oak St, Suite 520  
Portland, Oregon 97204  
Attn: Rosa Nguyen

**3. RESPONSIBILITIES OF COUNTY.** The County agrees to provide a position for regional coordination and project management to enhance communication and collaboration, as well as address unmet needs and capacity issues, between AAA/APD network and the Mental Health/Behavioral Health network across the region. The County will supervise the position provide work space, equipment (computer, phones, and mileage), and office supplies as needed.

A. The position will provide the following services in coordination with the County Older Adult Behavioral Health Specialists:

- 1) Serve as a regional liaison between the Older Adult Behavioral Health Specialist in each of the three counties and identify common strengths and barriers. Ensure that all Specialists receive the same information in a timely manner either from DHS/OHA or from other Specialists;
- 2) Support the OABHS in organizing, and facilitating meetings with stakeholder groups to identify unmet needs and build regional and local consensus and collaboration;
- 3) Represent the regional Older Adult Behavioral Health Initiative team in state and stakeholder meetings, administrative hearings, and committee meetings as determined by the OABHS Team;
- 4) Provide written and verbal reports and presentation on project status as required;
- 5) Facilitate project goals and deliverables for the regional taking into account locals needs;
- 6) Facilitate and coordinate work among various project team members;
- 7) Coordination of regional training initiative, community education and staff development, assess and identify training needs;
- 8) Liaison with other Regional Coordinators;
- 9) Support local OABHS specialists in fostering and maintaining effective internal and external communication and consult with staff across all three counties;
- 10) Oversee technical project and compliance reports, records, and documentation;
- 11) Provide consultation as requested to OABHS staff working on the initiative across the three county area;

**4. TERMINATION:** This agreement may be terminated by either party upon 30 day's written notice.

**5. INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Clackamas County shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Clackamas County, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE:** Neither party shall be required to provide or show proof of any other insurance coverage.
- A. **Workers Compensation.** The Older Adult Behavioral Health Coordinator position shall remain a position of the County and shall not be considered an employee of Clackamas County with respect to provision of services under this Agreement for any reason. Clackamas County does not assume and shall not assume any liability under any law relating to Workers Compensation. County certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.
- B. **Professional and General Liability.** During the term of this Agreement, County will maintain professional and general liability insurance coverage each with limits of at least one million (\$1,000,000.00) per occurrence and at least three million (\$3,000,000.00) annual aggregate. County may fulfill its obligations of this paragraph through a program of self-insurance provided County's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in this paragraph. County's insurance shall be primary insurance as respects to Clackamas County. Any insurance or self-insurance maintained by Clackamas County shall be excess and shall not contribute to it.
7. **DEBT LIMITATION CLAUSE** 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 that would conflict with law are deemed inoperative to that extent.
8. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. **ADDITIONAL TERMS AND CONDITIONS:**  
Payments may require adjustment for annual salary increase and cost of living increase. Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee:

Signature:

Date:

Print Name:

Richard Swift

Dept Director or Designee:

Title:

Director,  
Health Housing & Human Services

Date:

Date:

*Joanne Fuller / WJ*  
*10/14/15*

JENNY M. MADKOUR,  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form  
by:

*Kim Ybarra (via email)*

By  
Assistant County Attorney

*Approved via email by  
Patrick Henry*

Date:

*10/20/15*

Date:

*9/17/15*



COPY 4

M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

October 29, 2015

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Happy Valley  
for Reimbursement of Consultant Services Related to the  
Update to the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan**

<b>Purpose/Outcomes</b>	This agreement will allow the County to reimburse the City of Happy Valley for half the consultant costs associated with the update of the 172 <sup>nd</sup> -190 <sup>th</sup> Corridor Management Plan.
<b>Dollar Amount and Fiscal Impact</b>	Not to exceed \$15,500
<b>Funding Source</b>	County Road Fund
<b>Safety Impact</b>	An update of the 172 <sup>nd</sup> -190 <sup>th</sup> Corridor Management Plan will offer alternatives to avoid likely extensive wetland and right of way impacts when the area develops.
<b>Duration</b>	Effective upon execution; terminates at completion of project.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Mike Bezner, PE, Transportation Assistant Director 503-742-4651

**BACKGROUND:**

In 2012, Clackamas County led a regional project to develop a Corridor Management Plan for 172<sup>nd</sup> Avenue to 190<sup>th</sup> Avenue. The City of Happy Valley was a key partner in the project since 172<sup>nd</sup> Avenue runs along the east side of the incorporated city. At this time, the City wishes to update the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan in order to review alternatives that would shift the alignment of 172<sup>nd</sup> Avenue slightly to avoid having to shift SE Troge Road, which would likely avoid extensive wetland and right of way impacts near the 172<sup>nd</sup>/Troge intersection and ease conditions for future developers.

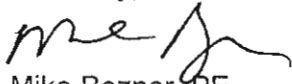
The City of Happy Valley has requested support from the County to conduct this update, as it is mutually beneficial to both agencies. The County has agreed to share a portion of the cost incurred by Happy Valley that is associated with this project. The County's cost is not to exceed \$15,500.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the Intergovernmental Agreement with the City of Happy Valley for reimbursement of consultant services related to the update to the 172nd-190th Corridor Management Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "me Bezner".

Mike Bezner, PE  
Transportation Engineering Manager

Intergovernmental Agreement  
for  
Reimbursement of Consultant Services

This Agreement is entered into by and between the City of Happy Valley, an Oregon municipal corporation, ("Happy Valley") and Clackamas County, an Oregon municipal corporation, (the "County").

**RECITALS**

- A. ORS 190.010 authorizes and allows the parties to this Agreement to perform the functions and activities that another party to this Agreement has authority to perform.
- B. Happy Valley wishes to engage a consultant to assist with the update to the 172<sup>nd</sup>-190<sup>th</sup> Corridor Management Plan (the "Project"). A description of the Project is attached hereto and incorporated herein as Exhibit "A".
- C. The Project provides a mutual benefit to Happy Valley and the County, and the County has agreed to share a portion of the cost incurred by Happy Valley that is associated with the Project.

**AGREEMENT**

Now, therefore, based on the foregoing, the signatories agree as follows:

- 1. Effective Date and Duration. This Agreement becomes effective as of the last date of signature indicated below. Unless terminated or extended, this Agreement shall expire on September 30, 2016.
- 2. Consultant. Happy Valley agrees to engage a consultant to complete the work that is described in Exhibit "A". Happy Valley shall follow all federal, state and local laws in awarding the contract to complete the work described herein.
- 3. Consideration. The County agrees to reimburse Happy Valley for one half of the costs associated with the Project. In no event shall the County be liable to pay an amount which exceeds \$15,500 (fifteen thousand five hundred dollars) unless authorized by a written amendment to this Agreement.
- 4. Payment. Happy Valley must submit invoices for payment directly to the County's project manager listed in Section 10 of this Agreement on a monthly basis for actual costs incurred by Happy Valley. Such invoices must include a description of the project, and shall itemize all expenses for which Happy Valley claims reimbursement. Upon request, Happy Valley shall provide further detailed explanation of expenses to the County. The County shall make payment within forty-five (45) calendar days from receipt of Happy Valley's invoice.
- 5. Work Product. The County shall be entitled to receive copies of all work product that is produced as a result of the work described in Exhibit "A" within 3 business days of making a request to Happy Valley for copies of the requested materials.

6. Amendment. The terms of this Agreement may not be changed except by written instrument signed by both parties.
7. Termination. This Agreement may be terminated by mutual written consent of both parties. Happy Valley may terminate this Agreement effective upon delivery of written notice to the County, or at such later date as may be established by Happy Valley, where the County fails to make those payments described in Section 4 or is otherwise in default under this agreement and after receipt of written notice from Happy Valley, fails to correct such failures within 10 days or such longer period as Happy Valley may authorize. County may terminate this Agreement effective upon delivery of written notice to Happy Valley, or at such later date as may be established by the County, under any of the following conditions:
  - 7.1 If Happy Valley's consultant fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - 7.2 If Happy Valley 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 County, fails to correct such failures within 10 days or such longer period as County may authorize.
  - 7.3 If County fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
8. Indemnity. Happy Valley must perform the services under this Agreement as an independent Contractor. Happy Valley is responsible for the acts, omissions, or negligence of its own officers, employees or agents. The County is responsible to the extent permitted by the Oregon Tort Claims Act (ORS 30.260 – 30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.
9. General Provisions.
  - 9.1 Compliance with Laws. Every party shall comply with all applicable federal, state and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability and all applicable laws and regulations regarding the handling and expenditure of public funds.
  - 9.2 Oregon Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
  - 9.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.
  - 9.4 Dispute Resolution. The parties shall first attempt to informally resolve any dispute concerning this Agreement. A neutral party may be used to facilitate those negotiations.
  - 9.5 Enforcement. Subject to the provisions in paragraph 9.4, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement.



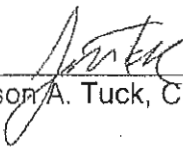
- 9.6 Excused Performance In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control of the party to be excused.
- 9.7 Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
- 9.8 Entire Agreement. This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.
- 9.9 No Partnership. This Agreement specifically does not create any partnership or joint venture between or among the Parties or in any respect render any Party liable for any of the debts or obligations of any other Party.
10. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be mailed or sent by scanned document (e-mailed) or faxed with hard copy to follow by post, addressed as follows:
- To: Clackamas County  
Mike Bezner  
Engineering Division  
150 Beaver Creek Rd  
Oregon City OR 97045
- To: City of Happy Valley  
Michael Walter  
16000 SE Misty Dr.  
Happy Valley, OR 97086

[Signatures and Acknowledgments on Following Page]

IN WITNESS WHEREOF, the respective parties have caused to be signed in their behalf to make and enter into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Happy Valley**

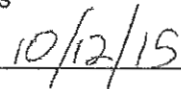
**Board of Commissioners  
Clackamas County**

  
\_\_\_\_\_  
Jason A. Tuck, City Manager

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**COPY**  
M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 29, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Accepting a Portion of Otty Road as County Road Number 3442**

<b>Purpose/Outcomes</b>	Accepts a portion of Otty Road into the existing county-maintained road right of way.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	The acceptance of this portion of Otty Road will have no negative impact on the traveling public.
<b>Duration</b>	Upon execution; permanent acceptance.
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

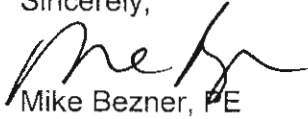
This portion of Otty Road, located in the southwest quarter of section 28, Township 1 South, Range 2 East, Willamette Meridian, has been maintained by the County as a part of County Road 196, however, research of the road records indicates that this segment was never properly accepted as a County Road. To correct this oversight staff has prepared a Board Order describing and depicting the portion of Otty Road to be included in the county road system. Adoption of this Board Order will allow the Transportation Maintenance division to continue to maintain this important segment of road right-of-way. This action is pursuant to ORS 368.016.

County Counsel has reviewed and approved this acceptance.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order declaring a portion of Otty road to be County Road Number 3442.

Sincerely,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Doug Cutshall at 503-742-4669.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of Accepting  
a portion of SE Otty Road as  
County Road Number 3442  
Located in SW quarter of  
Section 28, T.1 S., R.2 E., W.M.



Order No.  
Page 1 of 2

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that a portion of SE Otty Road situated entirely in unincorporated Clackamas County should be a part of the County Road System. Research of a certain portion of SE Otty Road as part of a preconstruction survey indicates that it has not been clearly accepted as part of the County Road System. Said portion of Otty Road is situated in the southwest quarter of Section 28, Township 1 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, being described below and shown on the attached Exhibit "A"; and,

All of that portion of road right-of-way and appurtenances as described in Document Numbers; 1973-6650, 1978-17580, 1997-23969, 2004-57503, Clackamas County Clerk Records and, Maryland Fractional Acres, Plat Number 494, Clackamas County Survey Records, lying west of and, between the westerly right-of-way line of SE Fuller Road, County Road Number 53 and, the east right-of-way line of SE 82<sup>nd</sup> Avenue (aka Highway 213). Being 600 feet more or less in length and of variable width.

It appearing to the Board that in accordance with ORS 368.016, the acceptance of all of the dedications of Easements for Road and Right-Of-Way Purposes and declaring this portion of Otty Road, County Road 3442, to be part of the County Road System, will be of benefit to the traveling public and allow Transportation Maintenance to continue to maintain this important segment of road right-of-way; now therefore,

IT IS HEREBY ORDERED that said portion of Otty Road and previously accepted dedications of Easements for Road and Right-Of Way Purposes, and Maryland Fractional Acres as described above and shown on attached Exhibit "A", be a part of Otty Road, County Road Number 3442, and recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the Clackamas County Assessor Office, Surveyor Office, and the Finance Office, Fixed Assets Account.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of Accepting  
a portion of SE Otty Road as  
County Road Number 3442  
Located in SW quarter of  
Section 28, T.1 S., R.2 E., W.M.



Order No.  
Page 2 of 2

ADOPTED this 29th day of October, 2015

BOARD OF COUNTY COMMISSIONERS

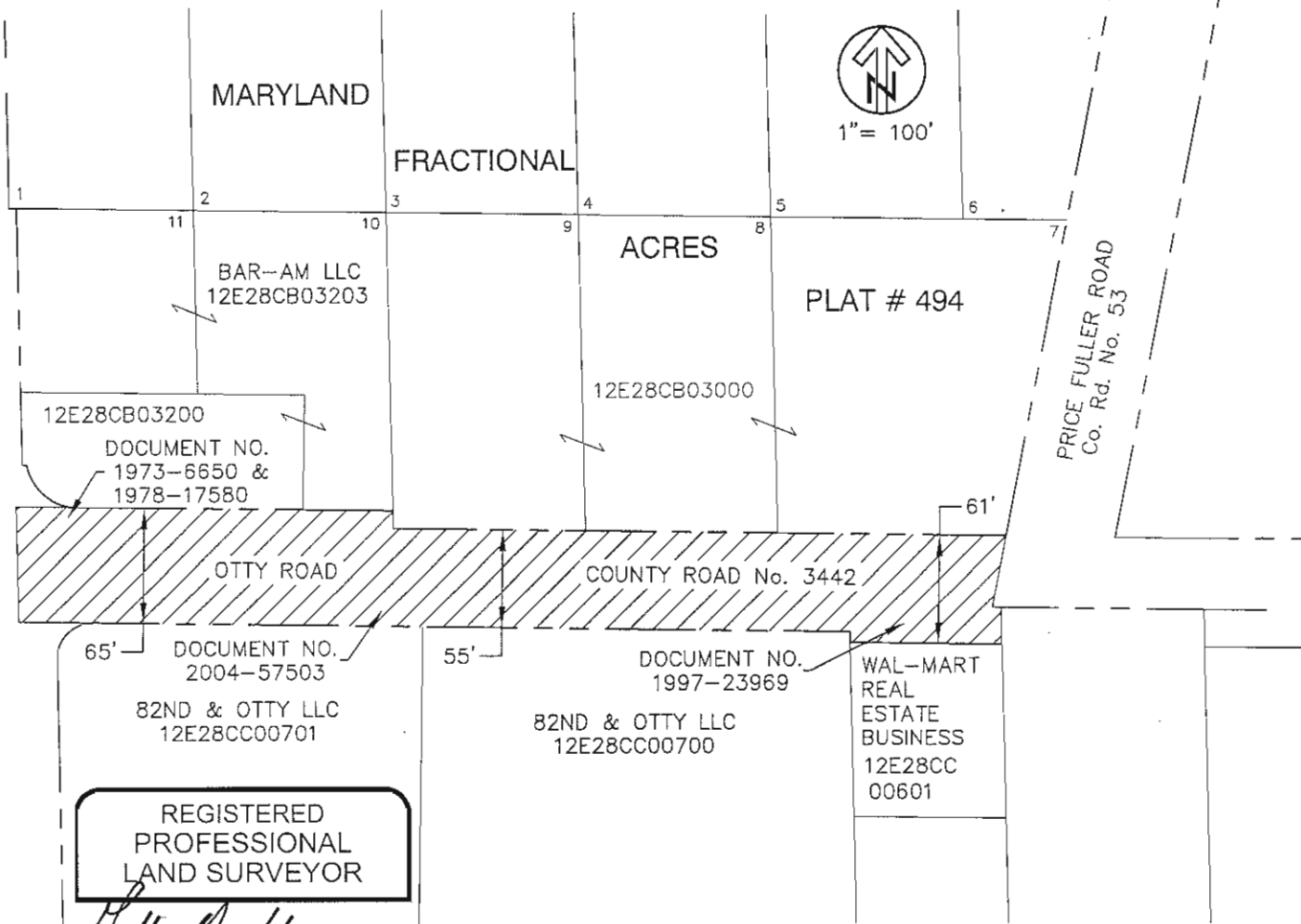
---

Chair

---

Recording Secretary

82ND AVENUE-HIGHWAY 213



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Geffory N. Adair*  
OREGON  
FEBRUARY 08, 2000  
GEFFORY N. ADAIR  
58984

RENEWS: 12-31-15

LEGEND

 DEDICATED RIGHT-OF-WAY



  
**MARC GONZALES**  
DIRECTOR

**DEPARTMENT OF FINANCE**

October 29, 2015

**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2015-2016

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$5,214,512.
Funding Source	Includes Prior Year Revenue, Fund Balance, Licenses and Permits, Federal and State grants, Local Government and Other Agencies, Charges for Services and Miscellaneous Revenue and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Employee Services is recognizing internal services revenue and budgeting to add a full-time Human Resources Analyst to focus solely on recruitment for Health, Housing and Human Services funds.

The General Fund – Not Allocated to Organization Unit is recognizing fund balance and appropriating it in contingency.

The Behavioral Health Fund is recognizing fund balance and transferring from contingency and budgeting for program expenses.

The Social Services Fund is recognizing fund balance and additional federal and state operating grant revenues and budgeting for program and temporary worker expenses and contingency.

The Community Solutions Fund is recognizing fund balance and additional grant funding and budgeting for program expenses.



The Public Health Fund is recognizing fund balance and additional School Based Health Center funding and budgeting for program costs.

The Health Centers Fund is recognizing additional Fee for Services revenue and budgeting to add a full-time Program Supervisor.

The Juvenile Fund is recognizing fund balance and budgeting for program expenses.

Technology Services Fund is recognizing fund balance and budgeting to complete projects carried over from the prior year as well as current year projects.

The effect of this Resolution is an increase in appropriations of \$5,214,512 including revenues as detailed below:

Prior Year Revenue	\$ 3,046.
Fund Balance	3,763,562.
License and Permits	12,648.
Federal Operating Grants	85,697.
State Operating Grants	213,440.
Local Government & Other Agencies	79,200.
Charge for Services	111,058.
Miscellaneous Revenue	112,384.
Interfund Transfer	<u>833,477.</u>
Total Recommended	<u>\$ 5,214,512.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 1 of 2

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on October 29, 2015.

WHEREAS; the funds being adjusted are:

- . General Fund – Employee Services
- . General Fund – Not Allocated to Organizational Unit
- . Behavioral Health Fund
- . Social Services Fund
- . Community Solutions Fund
- . Public Health Fund
- . Health Centers Fund
- . Juvenile Fund
- . Technology Services Fund;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget for Items Less Than 10  
Percent of the Total Qualifying Expenditures  
and Making Appropriations for Fiscal  
Year 2015-16



Resolution No \_\_\_\_\_  
Page 2 of 2

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**October 29, 2015**

Recommended items by revenue source:

Prior Year Revenue	\$ 3,046.
Fund Balance	3,763,562.
License & Permits	12,648.
Federal Operating Grants	85,697.
State Operating Grants	213,440.
Local Government & Other Agencies	79,200.
Charge for Services	111,058.
Miscellaneous Revenue	112,384.
Interfund Transfer	<u>833,477.</u>
 Total Recommended	 <u>\$ 5,214,512.</u>

**GENERAL FUND – EMPLOYEE SERVICES**

Revenue:	
Miscellaneous Revenue	\$ 112,384.
Total Revenues	<u>\$ 112,384.</u>
Expense:	
Employee Services	\$ 112,384.
Total Expenses	<u>\$ 112,384.</u>

General Fund – Employee Services is recognizing internal services revenue and budgeting to add a full-time Human Resources Analyst to focus solely on recruitment for Health, Housing and Human Services funds.

**GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Revenue:	
Fund Balance	\$ 833,477.
Total Revenues	<u>\$ 833,477.</u>
Expense:	
Contingency	\$ 833,477.
Total Expenses	<u>\$ 833,477.</u>

General Fund – Not Allocated to Organization Unit is recognizing fund balance and appropriating it in contingency.

### **BEHAVIORAL HEALTH FUND**

Revenue:	
Fund Balance	\$ 1,649,494.
Total Revenues	<u>\$ 1,649,494.</u>
Expense:	
Behavioral Health	\$ 2,377,561.
Not Allocated to Organizational Unit	
Contingency	<u>(728,067.)</u>
Total Expenses	<u>\$ 1,649,494.</u>

Behavioral Health Fund is recognizing fund balance and transferring from contingency and budgeting for program expenses.

### **SOCIAL SERVICES FUND**

Revenue:	
Fund Balance	\$ 662,818.
Federal Operating Grants	37,802.
State Operating Grants	131,703.
Charge for Services	<u>27,000.</u>
Total Revenues	<u>\$ 859,323.</u>
Expense:	
Social Services	\$ 629,020.
Not Allocated to Organizational Unit	
Contingency	<u>230,303</u>
Total Expenses	<u>\$ 859,323.</u>

Social Services Fund is recognizing fund balance and additional federal and state operating grant revenues and budgeting for program and temporary worker expenses and contingency.

### **COMMUNITY SOLUTIONS FUND**

Revenue:	
Fund Balance	\$ 71,577.
Federal Operating Grants	17,896.
State Operating Grants	102,493.
Charge for Services	<u>51,846.</u>
Total Revenues	<u>\$ 243,812.</u>
Expense:	
Community Solutions	<u>\$ 243,812.</u>
Total Expenses	<u>\$ 243,812.</u>

Community Solutions Fund is recognizing fund balance and additional grant funding and budgeting for program expenses.

## **PUBLIC HEALTH FUND**

Revenue:	
Prior Year Revenue	\$ 3,046.
Fund Balance	35,095.
License & Permits	12,648.
Federal Operating Grants	29,999.
State Operating Grants	(20,756.)
Local Government & Other Agencies	79,200.
Charge for Services	(92,876.)
Total Revenues	<u>\$ 46,356.</u>
Expense:	
Public Health	\$ 108,180.
Not Allocated to Organizational Unit	
Interfund Transfer	(40,000.)
Contingency	(21,824.)
Total Expenses	<u>\$ 46,356.</u>

Public Health Fund is recognizing fund balance and additional School Based Health Center funding and budgeting for program costs.

## **HEALTH CENTERS FUND**

Revenue:	
Charge for Services	\$ 125,088.
Total Revenues	<u>\$ 125,088.</u>
Expense:	
Health Centers	\$ 125,088.
Total Expenses	<u>\$ 125,088.</u>

Health Centers Fund is recognizing additional Fee for Services revenue and budgeting to add a full-time Program Supervisor.

## **JUVENILE FUND**

Revenue:	
Fund Balance	\$ 616,928.
Total Revenues	<u>\$ 616,928.</u>
Expense:	
Juvenile	\$ 616,928.
Total Expenses	<u>\$ 616,928.</u>

The Juvenile Fund is recognizing fund balance and budgeting for program expenses.

**TECHNOLOGYSERVICES FUND**

Revenue:

Fund Balance	\$ 727,650.
Total Revenues	<u>\$ 727,650.</u>

Expense:

Technology Services	\$ 727,650..
Total Expenses	<u>\$ 727,650.</u>

Technology Services Fund is recognizing fund balance and budgeting to complete projects carried over from the prior year as well as current year projects.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

October 29, 2015

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$2,041,597.
Funding Source	Includes State Operating Grants and Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Sheriff Fund is recognizing additional Dive Team donations and contract revenue from the City of Wilsonville and budgeting for a full-time Sergeant position and public safety equipment.

The Community Corrections Fund is recognizing additional revenue from the State of Oregon Department of Corrections, Grant-in-Aid and Measure 57 and budgeting to add three full-time Parole & Probation Officers, one full-time Employment Specialist and one full-time Community Corrections Supervisor to help support the additional clients and programs at the new Transition Center. This fund is also transferring from contingency for additional program expenses.

The Community Solutions Fund is recognizing internal county revenue and budgeting it for the work repair agreement on manufactured and mobile homes for Community Development clients.

The Children, Youth and Families Fund is recognizing new revenue from the Youth & Community Health Grant and budgeting for program costs.

The Health Centers Fund is recognizing funding from the Oregon Criminal Justice Commission and budgeting to add a full-time Case Manager position and program costs.



The effect of this Board Order is an increase in appropriations of \$2,041,597 including new revenues as detailed below:

Federal Operating Grants	\$ 540,720.
State Operating Grants	1,025,538.
Local Government & Other Agencies	394,683.
Charge for Services	75,000.
Miscellaneous Revenue	<u>5,656.</u>
Total Recommended	<u>\$ 2,041,597.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla  
Budget Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing  
Authorization to Appropriate Grants  
For Specific Purposes within the Fiscal  
Year 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Sheriff Fund
- . Community Corrections Fund
- . Community Solutions Fund
- . Children, Youth and Families Fund
- . Health Centers Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2015 through June 30, 2016.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**NEW SPECIFIC PURPOSE REVENUE REQUESTS**

Exhibit A

Federal Operating Grants	\$ 540,720.
State Operating Grants	1,025,538.
Local Government & Other Agencies	394,683.
Charge for Services	75,000.
Miscellaneous Revenue	<u>5,656.</u>
Total Recommended	<u>\$ 2,041,597.</u>

**SHERIFF FUND**

Revenue:	
Local Government & Other Agencies	\$ 163,575.
Miscellaneous Revenue	<u>2,374.</u>
Total	<u>\$ 165,949.</u>
Expense:	
Sheriff	<u>\$ 165,949.</u>
Total	<u>\$ 165,949.</u>

Sheriff Fund is recognizing additional Dive Team donations and contract revenue from the City of Wilsonville and budgeting for a full-time Sergeant position and public safety equipment.

**COMMUNITY CORRECTIONS FUND**

Revenue:	
State Operating Grants	\$ 1,025,538.
Miscellaneous Revenue	<u>3,282.</u>
Total	<u>\$ 1,028,820.</u>
Expense:	
Community Corrections	<u>\$ 1,109,321.</u>
Not Allocated to Organizational Unit	
Contingency	<u>(80,501.)</u>
Total	<u>\$ 1,028,820.</u>

Community Corrections Fund is recognizing additional revenue from the State of Oregon Department of Corrections, Grant-in-Aid and Measure 57 and budgeting to add three full-time Parole & Probation Officers, one full-time Employment Specialist and one full-time Community Corrections Supervisor to help support the additional clients and programs at the new Transition Center. This fund is also transferring from contingency for additional program expenses.

### **COMMUNITY SOLUTIONS FUND**

Revenue:	
Charge for Services	\$ 75,000.
Total	<u>\$ 75,000.</u>
Expense:	
Children, Youth and Families	\$ 75,000.
Total	<u>\$ 75,000.</u>

Community Solutions Fund is recognizing internal county revenue and budgeting it for the work repair agreement on manufactured and mobile homes for Community Development clients.

### **CHILDREN, YOUTH AND FAMILIES FUND**

Revenue:	
Federal Operating Grants	\$ 510,000.
Total	<u>\$ 510,000.</u>
Expense:	
Children, Youth and Families	\$ 510,000.
Total	<u>\$ 510,000.</u>

Children, Youth and Families Fund is recognizing new revenue from the Youth & Community Health Grant and budgeting for program costs.

### **HEALTH CENTERS FUND**

Revenue:	
Federal Operating Grants	\$ 30,720.
Local Government & Other Agencies	231,108.
Total	<u>\$ 261,828.</u>
Expense:	
Health Centers	\$ 261,828.
Total	<u>\$ 261,828.</u>

Health Centers Fund is recognizing funding from the Oregon Criminal Justice Commission and budgeting to add a full-time Case Manager position and program costs.



3

MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

October 29, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2015-2016

Purpose/Outcome	Budget changes for Clackamas County FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015-June 30, 2016
Previous Board Action/Review	Budget Adopted June 25, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not Allocated to Organization Unit is transferring from contingency to Employee Services for the technology upgrade costs budgeted in 2014-15 and completed in 2015-16. This fund is also doing an interfund transfer to Children, Youth and Families Fund to help support A Safe Place and to Facilities Management Fund for an increase in contracted janitorial services costs and transferring appropriations from materials and services to special payments to better categorize use of funds.

The Building Codes Fund is transferring from contingency and budgeting to add one full-time Plan Examiner, one full-time Plumbing Inspector and one full-time Permits Specialist to accommodate increasing development and permit activity.

The Road Fund is transferring from contingency and budgeting for one full-time Permits Specialist to accommodate increased development and permit activity.

The Code Enforcement and Sustainability Fund is transferring from contingency and budgeting for a part-time Sustainability Analyst.

The Behavioral Health Fund is transferring from contingency and budgeting to add a full-time Program Supervisor for the Oregon Health Plan Adult and Child Program. This fund is also reducing interfund transfers to better categorize them as materials and services program expenses.

The Social Services Fund is realigning its budget to better account for the expenses of the Housing Vets First Program and adding one full-time Case Manager position.

The Children, Youth and Families Fund is recognizing an interfund transfer from the General Fund and budgeting to add a full-time Office Specialist position to help support A Safe Place Family Justice Center and other program costs. This fund is also realigning its revenue to better reflect year to date revenue.

The Health Centers Fund is transferring appropriations from interfund transfer to materials and services to better categorize use of program expenses.

The Facilities Management Fund is recognizing additional General Fund support and budgeting for higher janitorial services contract costs. This fund is also reducing fund balance and budgeting to add a full-time Building Maintenance position and adjusting contingency accordingly.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla  
Budget Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
To Transfer Appropriations Within  
the Fiscal Year 2015-16



Resolution No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – Employee Services
- . Building Codes Fund
- . Road Fund
- . Code Enforcement and Sustainability Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Health Centers Fund
- . Facilities Management Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2015 through June 30, 2016.

**BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:**

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## TRANSFER REQUEST

Exhibit A

### GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT- EMPLOYEE SERVICES

Decrease:

Expenses:

Materials & Services	\$ (872,282.)
Contingency	<u>(173,313.)</u>
Total	<u><u>\$(1,045,595.)</u></u>

Increase:

Expense:

Special Payments	\$ 700,000.
Interfund Transfer	312,685
General Fund – Employee Services	<u>32,910.</u>
Total	<u><u>\$ 1,045,595.</u></u>

General Fund – Not Allocated to Organization Unit is transferring from contingency to Employee Services for the technology upgrade costs budgeted in 2014-15 and completed in 2015-16. This fund is also doing an interfund transfer to Children, Youth and Families Fund to help support A Safe Place and to Facilities Management Fund for an increase in contracted janitorial services costs and transferring appropriations from materials and services to special payments to better categorize use of funds.

### BUILDING CODES FUND

Expense:

Building Codes	\$ 327,295.
Not Allocated to Organizational Unit	
Contingency	<u>(327,295.)</u>
Total	<u><u>\$ 0.</u></u>

Building Codes Fund is transferring from contingency and budgeting to add one full-time Plan Examiner, one full-time Plumbing Inspector and one full-time Permits Specialist to accommodate increasing development and permit activity.

### ROAD FUND

Expense:

Road	\$ 73,582.
Not Allocated to Organizational Unit	
Contingency	<u>(73,582.)</u>
Total	<u><u>\$ 0.</u></u>

Road Fund is transferring from contingency and budgeting for one full-time Permits Specialist to accommodate increased development and permit activity.



## **CODE ENFORCEMENT & SUSTAINABILITY FUND**

Expense:	
Code Enforcement & Sustainability	\$ 70,850.
Not Allocated to Organizational Unit	
Contingency	<u>(70,850.)</u>
Total	<u>\$ 0.</u>

Code Enforcement and Sustainability Fund is transferring from contingency and budgeting for a part-time Sustainability Analyst.

## **BEHAVIORAL HEALTH FUND**

Expense:	
Behavioral Health	\$ 147,632.
Not Allocated to Organizational Unit	
Contingency	<u>(147,632.)</u>
Total	<u>\$ 0.</u>

Behavioral Health Fund is transferring from contingency and budgeting to add a full-time Program Supervisor for the Oregon Health Plan Adult and Child Program. This fund is also reducing interfund transfers to better categorize them as materials and services program expenses.

## **SOCIAL SERVICES FUND**

Expense:	
Social Services	\$ 0.
Total	<u>\$ 0.</u>

Social Services Fund is realigning its budget to better account for the expenses of the Housing Vets First Program and adding one full-time Case Manager position.

## **CHILDREN, YOUTH AND FAMILIES**

Increase:	
Revenue:	
Charge for Services	\$ 260,577.
Decrease:	
Revenue:	
Interfund Transfer	<u>(88,295.)</u>
Total	<u>\$ 172,282.</u>
Increase:	
Expense:	
Children, Youth and Families	\$ 172,282.
Total	<u>\$ 172,282.</u>

Children, Youth and Families Fund is recognizing an interfund transfer from the General Fund and budgeting to add a full-time Office Specialist position to help support A Safe Place Family Justice Center and other program costs. This fund is also realigning its revenue to better reflect year to date revenue.

**HEALTH CENTERS FUND**

Expense:	
Health Centers	\$ 0.
Total	<u>\$ 0.</u>

Health Centers Fund is transferring appropriations from interfund transfer to materials and services to better categorize use of program expenses.

**FACILITIES MANAGEMENT FUND**

Increase:	
Revenue:	
Interfund Transfer	\$ 108,522.
Expense:	
Facilities Management	\$ 322,733.
Not Allocated to Organizational Unit	
Contingency	<u>(214,211.)</u>
Total	<u>\$ 108,522.</u>

Facilities Management Fund is recognizing additional General Fund support and budgeting for higher janitorial services contract costs. This fund is also reducing fund balance and budgeting to add a full-time Building Maintenance position and adjusting contingency accordingly.



**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/](http://www.co.clackamas.or.us/da/)

9

October 29, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of  
FY 2015 – 2016 Services Contract For the Children’s Center of Clackamas County

<b>Purpose/Outcomes</b>	To benefit child abuse victims and their families by providing medical diagnosis and treatment recommendations within Clackamas County and provide law enforcement with necessary information to allow for prosecution.
<b>Dollar Amount and Fiscal Impact</b>	The County will receive \$345,000 from the State of Oregon for child abuse multidisciplinary intervention and these funds will be passed through to the Children’s Center. In addition, the District Attorney has appropriated \$55,000 from the 2015-2016 budget to be dedicated to the Children’s Center.
<b>Funding Source</b>	State of Oregon and County General Fund
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 through June 30, 2016
<b>Previous Board Action/Review</b>	<b>07/24/14:</b> BCC approved contract renewal for one year between Clackamas County and The Children’s Center of Clackamas County
<b>Contact Person</b>	Bob Willson, Administrative Analyst 2 – District Attorney’s Office – 503-650-3011

**BACKGROUND:**

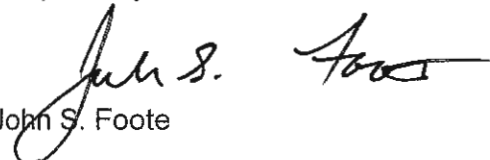
Since 2005, Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County MDT to the Children’s Center, the County’s designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters, and families.

The Children’s Center is a partner in Clackamas County’s response to child abuse, intervention, prevention, and prosecution. The Children’s Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children’s Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children’s Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children’s Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

**RECOMMENDATION:**

I respectfully recommend that the Board approve the attached contract between Clackamas County and the Children’s Center of Clackamas County as submitted.

Respectfully submitted,

  
John S. Foote

**CLACKAMAS COUNTY, OREGON**  
**LOCAL GRANT AGREEMENT: CAMI-RSP-2015-ClackamasCo**

Project Name: **Clackamas County CAMI MDT**  
 Project Number: **To Be Assigned by Finance**

This Agreement is between Clackamas County, Oregon (COUNTY), acting by and through its Office of the District Attorney and The Children's Center of Clackamas County (RECIPIENT).

RECIPIENT Data	Clackamas County Data	
Program Administrator: Barbara Peschiera Executive Director	Grant Accountant: Larry Crumbaker	Project Officer: Joan Radonich
The Children's Center 1713 Penn Lane Oregon City, OR 97045 Phone: 503-655-7725 Email: barbara@childrenscenter.cc	Clackamas County--Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5429 Email: LarryCru@co.clackamas.or.us	Clackamas County-- District Attorney 807 Main Street Oregon City, OR 97045 Phone: 503-655-8431 Email: jprc5@comcast.net
FEIN: 75-3027143		

**RECITALS**

1. In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (CAMI) Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund (CFAA). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.
2. Clackamas County (COUNTY) desires to have the RECIPIENT administer the CAMI and COUNTY to provide funds for the assessment, advocacy, and treatment related to child abuse intervention.
3. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2015-2016, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The maximum not-to-exceed amount that the COUNTY will pay is **\$345,000**. Funding is provided by an issuance from the State of Oregon's Department of Justice through their Child Abuse Multidisciplinary Intervention (CAMI) program (Agreement: CAMI-RSP-2015-ClackamasCo.DAVAP-00006) in the amount of **\$345,000** and Clackamas County general funds in the amount of **\$55,000**.

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. Failure to comply with the terms of this Agreement may result in withholding of payment.

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. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least thirty (30) 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 effective before RECIPIENT 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. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** The RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Budget.** The RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT PROGRAM BUDGET. The RECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.
- c) **Allowable Uses of Funds.** RECIPIENT acknowledges the following as allowable uses of funds: OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses. In accordance with ORS 418.746 (2) the RECIPIENT shall not use the grant funds to replace funds previously allocated by the RECIPIENT for child abuse intervention. Additional guidance can be found at on allowable and unallowable costs are provided in the CAMI grant management handbook. [http://www.doj.state.or.us/victims/pdf/cami\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf)
- d) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Payment.** The RECIPIENT 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. COUNTY shall not be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: RECIPIENT PROGRAM BUDGET. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.
- g) **Performance Reporting.** The RECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- h) **Lobbying.** The RECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the RECIPIENT 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.
- i) **Audit.** The RECIPIENT shall comply with the audit requirements prescribed by State and Federal law. RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit, in accordance with *OMB Circular A-133*. RECIPIENT is required to hire an independent auditor qualified to conduct such audits and submit the audit reports to the COUNTY within 9 months from the RECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- j) **Monitoring.** The RECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the State 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 RECIPIENT 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 the COUNTY's discretion.
- k) **Record Retention.** The RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable 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.

- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.
- m) **Criminal History Verification.** RECIPIENT shall obtain a criminal history record check on any employee, potential employee, contractor, or volunteer working with victims of crime. The criminal record check should be sufficient to indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an individual who may work with victims of crime.

Accordingly, the RECIPIENT shall develop policies and procedures to review criminal arrests or convictions of employees, potential employees, contractors, and volunteers. The review will encompass: the severity and nature of the crime, the number of offenses, the time elapsed since occurrence, the circumstances surrounding the crime, the individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior, and the police report confirming the individual's explanation of the crime. Based on the information received, the RECIPIENT shall determine if the employee, potential employee, contractor, or volunteer has been convicted of one of the crimes in this Section and whether based upon the conviction, the individual poses a risk to working safely with victims of crime. If the RECIPIENT chooses to hire or retain the said individual, the RECIPIENT shall confirm the reasons in writing and place this along with all background checks and related information in the personnel file for permanent retention. Justifications to hire or retain shall address how the individual is presently suitable or able to work with victims of crime in a safe and trustworthy manner.

- n) **Confidentiality.** RECIPIENT expressly agrees to comply with ORS 418.795 (1) and will follow all confidentiality requirements when working with victims of crime.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** The RECIPIENT 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, 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 as applicable to RECIPIENT.
- b) **State Statutes.** RECIPIENT 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. The RECIPIENT shall comply with the terms of the Grant Management Handbook available at [http://www.doi.state.or.us/victims/pdf/cami\\_grant\\_management\\_handbook.pdf](http://www.doi.state.or.us/victims/pdf/cami_grant_management_handbook.pdf) and incorporated herein.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request County to resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

## 11. 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 in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$100,000 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) County's performance under the Agreement is conditioned upon RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein
- c) The RECIPIENT 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 shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to County.
- d) The RECIPIENT 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) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per



occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, 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 the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 8) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss.
  - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
  - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - e) **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.

- f) **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. Any litigation between the COUNTY and RECIPIENT 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO PARTICIPATION AGREEMENT  
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

The Children's Center of Clackamas County

By: \_\_\_\_\_  
Chair


By: \_\_\_\_\_  
Barbara Peschiera, Executive Director

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved to Form

By:   
County Counsel

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

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT A: RECIPIENT Statement of Program Objectives**

<b>PROJECT NAME: Clackamas County CAMI MDT</b>	<b>AGREEMENT #: CAMI-RSP-2015-ClackamasCo.DAVAP-00006</b>
<b>RECIPIENT: CHILDREN'S CENTER OF CLACKAMAS COUNTY</b>	

**BACKGROUND** Clackamas County receives **\$345,000** from State of Oregon for Child Abuse Multi-Disciplinary intervention (CAMI). These funds are directed by the Clackamas County CAMI MDT to the Children's Center, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.

The Children's Center is a partner in Clackamas County's response to child abuse, intervention, prevention and prosecution. The Children's Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to the Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of the child. The Children's Centers also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. The Children's Center also provides mental health crisis intervention and referral, support, education and case management for families in Clackamas County struggling with issues of abuse or neglect.

**The Children's Center of Clackamas County's program is comprised of the following:**

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of a child.

**Forensic Medical Assessments**

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

**Forensic Interviewing Services**

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

**Family Support**

Support, referrals, education, and case management for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

**Community Outreach & Education**

Trainings, presentations and resources for local professional and community groups.

**Medical Record Reviews**

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

**Non-Offending Caregiver Support Groups**

Support groups for non-offending caregivers of children who have been sexually abused.

**Response to Inappropriately Sexualized Kids (RISK) Outreach**

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT A: RECIPIENT Statement of Program Objectives**

RISK was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

**Goals:**

**Children's Center Goals, Objectives, Outcomes FY 2015-2016**

1. **Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

2.Objectives	3. Activities	4. Target Outputs	5. Output Number	6. Outcomes
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who <b>attend</b> evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

**2. Goal:** RISK Outreach

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families and other community agencies.

2. Objectives	3. Activities	4. Target Outputs	5. Output Number	6. Outcomes
1. Provide outreach, intervention and follow-up to RISK referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to @ 50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training/resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with RISK Team members in providing services to families.	Attend all monthly RISK meetings. Coordinate with community agencies as	Monthly reports of status/outcomes of cases referred to RISK Outreach.		

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT A: RECIPIENT Statement of Program Objectives**

	needed.	Quarterly reports documenting number of contacts, type of referral & outcomes.		
--	---------	--	--	--

**PROJECT**

**Clackamas County commitment entails:**

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. (Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds<sup>1</sup> and assign a senior deputy district attorney (DDA) to chair the MDT. The DDA will ensure that local support is maintained and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Grant Handbook, page 32)

---

<sup>1</sup> Spending authority remains with the MDT and is strictly tied to the agreed grant budget.(Grant Handbook, page 15)

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT B: RECIPIENT PROGRAM BUDGET**

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT C: LOBBYING CERTIFICATE**

**Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal, State, or Locally funded contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

(2) If any funds other than appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this local grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Children's Center of Clackamas County

Children's Center CAMI-RSP-2015-  
ClackamasCo.DAVAP-00006

Organization Name

Award Number or Project Name

Barbara Peschiera, Executive Director

Name and Title of Authorized Representative

Signature

Date



**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT D: REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

**INVOICING**

1. Recipient may submit multiple requests for cost reimbursement but **reimbursement requests must be submitted no less frequently than quarterly**. The invoices must describe all work performed with particularity, including by whom it was performed, and must itemize and explain all expenses for which reimbursement is claimed. Invoices must be submitted with the Agreement Expenditures Report (see attached).
2. **Invoices for reimbursement of expenses occurring in a County fiscal year (July 1 - June 30) must be received no later than the following July 15th. In addition, for quarterly reporting purposes, monthly invoices need to be received no later than 15 days after the end of the month.**
3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to **Clackamas County Finance, Attn: Larry Crumbaker** 2051 Kaen Road, Oregon City, OR 97045 or by email at [LarryCru@co.clackamas.or.us](mailto:LarryCru@co.clackamas.or.us). Invoices are subject to the review and approval of the MDT Coordinator and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT**

**EXHIBIT D: REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

<b>PROJECT NAME:</b> Clackamas County CAMI MDT	<b>AGREEMENT PERIOD</b>	
<b>GRANT AGREEMENT NUMBER:</b> CAMI-RSP-2015-ClackamasCo.DAVAP-00006	From: 07/01/2015	To: 06/30/2016
<b>NAME/ADDRESS/PHONE NUMBER OF RECIPIENT:</b>  Children's Center of Clackamas County 1713 Penn Lane Oregon City OR 97045  Phone: 503-655-7725 Fax: 503-655-7220 Email: <a href="mailto:office@childrenscenter.cc">office@childrenscenter.cc</a>	<b>CURRENT EXPENDITURE PERIOD:</b>	
	<b>TOTAL MATCH REQUIREMENT:</b> \$0	
	<b>TOTAL GRANT AMOUNT:</b> \$345,000	

EXPENDITURE SUMMARY	Grant Expenditures		
	a	b	a + b = c
	Previously Reported 7/01/13 – 6/30/14	Current Period 7/01/14 – 6/30/15	Cumulative to Date
RISK Outreach - Wages & Fringe			
Child Abuse Services/Grant			
Child Abuse Services/County Funds			
<b>Total</b>			

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

<b>CERTIFICATION</b>		
I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement.		
_____ Signature	_____ Title	_____ Date

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT  
AGREEMENT**

**EXHIBIT E: MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT**

**REPORTING**

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

**January 15, 2016** for the time frame 7/1/15 – 12/31/15

**July 15, 2016** for the time frame 1/1/16 – 6/30/16

- (a) Statistical report to include:

*a) Number of children referred and seen for medical assessments*

*b) Number of children referred and seen for advocacy services (protective, intervention, prevention)*

*c) Number of children referred and seen for treatment services (protective, intervention, prevention)*

- (b) Progress Report to include:

*a) Goals, objectives, and outcomes*

2. The Recipient must submit a Final Performance Report no later than July 15, 2016. All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability 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.



**Coverage Is Provided In:**  
 The Ohio Casualty Insurance Company

Policy Number:  
**BZ0 (16) 56 50 16 10**  
 Policy Period:  
**From 05/23/2015 To 05/23/2016**  
 12:01 am Standard Time  
 at Insured Mailing Location

**Commercial Protector  
 Policy Declarations**

<b>Named Insured</b>	<b>Agent</b>
THE CHILDRENS CENTER OF CLACKAMAS	(503) 292-0075 CUNDARI INSURANCE AGENCY, INC

**SUMMARY OF LIMITS AND CHARGES**

Businessowners Liability Limits of Insurance	DESCRIPTION	LIMIT
	Liability and Medical Expenses - Occurrence	2,000,000
	Aggregate Limits of Insurance	
	Products-Completed Operations	4,000,000
	Other than Products-Completed Operations	4,000,000
	Broadened Coverage For Damage To Premises Rented To You	2,000,000
	Medical Expenses (Any One Person)	15,000

Explanation of Charges	DESCRIPTION	PREMIUM
	Businessowners Location(s) Total	\$5,951.00
	Businessowners Other Coverage(s) Total	\$211.00
	Certified Acts of Terrorism Coverage	\$18.00

**Total Charges: \$6,180.00**  
*Note: This is not a bill*

COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM

DATE: 8/26/15

TO: COUNTY COUNSEL  
ATTORNEY: \_\_\_\_\_

Scott Ceicko

FROM: Robert Willson  
(name)

EXTENSION: 3011

DEPARTMENT/DIVISION: District Attorney

BILL TO District Attorney (Department/Division to be billed)

TYPE OF DOCUMENT: Grant Agreement

NAME OF DOCUMENT: Local Grant Agreement: CAMI-RSP-2015-ClackamasCo.DAVAP-00006

REQUESTED RETURN DATE: 9/09/15

Please review to form. The dollar amounts have been XXX out as the final award amount hasn't been released by The State Budget Office yet.

APPROVED AS TO FORM:

County Counsel: SAC

Date: 9/8/15

Counsel Comments:

Approved provided County Finance has approved form as well  
SC



**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/](http://www.co.clackamas.or.us/da/)

10

October 29, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of

Intergovernmental Grant Agreement CAMI-MDT-2015-ClackamasCo.DAVP-00030

<b>Purpose/Outcomes</b>	The CAMI Program's goal is to support a multidisciplinary approach to child abuse intervention. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).																							
<b>Dollar Amount and Fiscal Impact</b>	<p><b>Total grant award: \$786,463.55</b></p> <table border="1"> <thead> <tr> <th>Expenditure Description</th> <th>MDT Approved 2015-2016 Budget:</th> <th><i>Estimated</i> 2016-2017 Budget:</th> </tr> </thead> <tbody> <tr> <td>Children's Center</td> <td>\$325,000</td> <td>\$325,000</td> </tr> <tr> <td>RISK Outreach</td> <td>\$20,000</td> <td>\$20,000</td> </tr> <tr> <td>MDT Coordinator</td> <td>\$27,000</td> <td>\$27,000</td> </tr> <tr> <td>Training</td> <td>\$21,000</td> <td>\$21,000</td> </tr> <tr> <td>Supplies</td> <td>\$231.78</td> <td>\$231.77</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$393,231.78</b></td> <td><b>\$393,231.77</b></td> </tr> </tbody> </table>			Expenditure Description	MDT Approved 2015-2016 Budget:	<i>Estimated</i> 2016-2017 Budget:	Children's Center	\$325,000	\$325,000	RISK Outreach	\$20,000	\$20,000	MDT Coordinator	\$27,000	\$27,000	Training	\$21,000	\$21,000	Supplies	\$231.78	\$231.77	<b>Total</b>	<b>\$393,231.78</b>	<b>\$393,231.77</b>
Expenditure Description	MDT Approved 2015-2016 Budget:	<i>Estimated</i> 2016-2017 Budget:																						
Children's Center	\$325,000	\$325,000																						
RISK Outreach	\$20,000	\$20,000																						
MDT Coordinator	\$27,000	\$27,000																						
Training	\$21,000	\$21,000																						
Supplies	\$231.78	\$231.77																						
<b>Total</b>	<b>\$393,231.78</b>	<b>\$393,231.77</b>																						
<b>Funding Source</b>	State of Oregon, acting by and through OR Department of Justice																							
<b>Safety Impact</b>	<p>1) High quality and comprehensive medical assessments and support services for Clackamas County children suspected as victims of abuse;</p> <p>2) An active system wide, coordinated approach to child abuse, investigation, assessment, and intervention &amp; prosecution in Clackamas County; and</p> <p>3) MDT members and those conducting investigations, interviews, advocacy, assessment &amp; treatment of child abuse victims, will receive training in risk assessment, dynamics of child abuse &amp; child sexual abuse, and educational &amp; legally sound age appropriate techniques.</p>																							
<b>Duration</b>	Effective July 1, 2015 through June 30, 2017																							
<b>Previous Board Action/Review</b>	The Board approved the 2013-2015 MDT CAMI grant award on Nov 7, 2013																							
<b>Contact Person</b>	Sarah Brown, Administrative Services Manager for the District Attorney																							
<b>County Counsel</b>	Approved as to form on October 8, 2015																							

**BACKGROUND:**

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office.

The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).

**RECOMMENDATION:**

I respectfully recommend that the Board approve the attached 2015-2017 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Award between Clackamas County, acting by and through its District Attorney's Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,



John S. Foote  
District Attorney

ELLEN F. ROSENBLUM  
Attorney General



FREDERICK M. BOSS  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**  
**CRIME VICTIMS' SERVICES DIVISION**

**MEMORANDUM**

DATE: October 5, 2015

TO: 2015-2017 Child Abuse Multidisciplinary Intervention Grant  
Recipients

FROM: Robin Reimer, CAMI Fund Coordinator  
Crime Victims' Services Division

Attached is your agency's 2015-2017 Child Abuse Multidisciplinary Intervention Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement and exhibit are signed, please **change the application status in CVSD E-Grants to "Application Accepted"** and upload a copy of the signed Grant Agreement with Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. **Please complete these steps as soon as possible.**

Once the signed Grant Agreement and Exhibit has been received by CVSD, a copy of the document signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your Grant Agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please feel free to contact Robin Reimer at 503-378-6795.





DEPARTMENT OF JUSTICE  
Crime Victims' Services Division

**2015-2017 STATE CHILD ABUSE MULTIDISCIPLINARY  
INTERVENTION (CAMI) GRANT PROGRAM AWARD**

<p><b>1. Applicant Agency's Name and Address</b></p> <p>Clackamas County, acting by and through its District Attorney's Office 807 Main St Rm 7 Oregon City, OR 97045-1845</p> <p>Contact Name: Ms Joan Radonich Telephone: (503) 936-6267 Fax: (503) 663-2554 E-mail: jprc5@comcast.net</p>	<p><b>2. Special Conditions:</b></p> <p>This grant project is approved subject to such conditions or limitations as set forth in ORS 418.746-418.793 and the grant application instructions.</p> <p><b>3. Statutory Authority for Grant:</b></p> <p>ORS 418.746</p>								
<p><b>4. Award Number:</b></p> <p>CAMI-MDT-2015-ClackamasCo.DAVAP-00030</p>	<p><b>5. Award Date:</b></p> <p>July 1, 2015</p>								
<p><b>6. Grantee Tax Identification Number:</b></p> <p>93-6002286</p>	<p><b>7. Type of Recipient:</b></p> <p>District Attorney's Office/Victim Assistance Program</p>								
<p><b>8. Project Period:</b></p> <p>July 1, 2015 – June 30, 2017</p>	<p><b>9. Total Grant Award Amount:</b></p> <p>Allocation Amount: \$785,718.61 Carry Over Amount: \$ 744.94 Total Amount: \$786,463.55</p>								
<p><b>10. Semi-Annual Progress Reports:</b></p> <p>January 31, 2016 July 20, 2016 January 31, 2017 July 20, 2017 (final)</p>	<p><b>11. Financial Reports Due Dates:</b></p> <table border="0"> <tr> <td>October 31, 2015</td> <td>October 31, 2016</td> </tr> <tr> <td>January 31, 2016</td> <td>January 31, 2017</td> </tr> <tr> <td>April 30, 2016</td> <td>April 30, 2017</td> </tr> <tr> <td>July 20, 2016</td> <td>July 20, 2017 (final)</td> </tr> </table>	October 31, 2015	October 31, 2016	January 31, 2016	January 31, 2017	April 30, 2016	April 30, 2017	July 20, 2016	July 20, 2017 (final)
October 31, 2015	October 31, 2016								
January 31, 2016	January 31, 2017								
April 30, 2016	April 30, 2017								
July 20, 2016	July 20, 2017 (final)								
<p>This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.</p>									

**OREGON DEPARTMENT OF JUSTICE  
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT**

**INTERGOVERNMENTAL GRANT AGREEMENT  
CAMI-MDT-2015-CLACKAMASCO.DAVAP-00030**

**BETWEEN:** State of Oregon, acting by and through (Grantor)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096  
Facsimile Number: (503) 378-5738

**AND:** Clackamas County, acting by and through its (Grantee)  
District Attorney Office  
807 Main St Rm 7  
Oregon City, OR 97045-1845  
Facsimile Number: (503) 663-2554

**PROJECT START DATE:** July 1, 2015

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis for Award. Pursuant to ORS 418.746, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. This Agreement will become effective on the date when all required signatures have been obtained, including any necessary approvals.

Section 1.04. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, Grant Management Handbook, the grant RFA, Grantee's Application. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

## TERMS AND CONDITIONS

### SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$785,718.61** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account provided however that Grantor shall deduct from the amount of said Grant the amount by which the Carryover exceeds five percent (5%) of Grantee's 2013-2015 grant allocation, to financially support and assist Grantee's implementation of the Grantee's Application submitted in E-Grants and dated as of **March 23, 2015**, as updated by supplemental information submitted by Grantee to Grantor on **June 30, 2015 & October 6, 2015**, all of which are incorporated herein by this reference and collectively referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05 and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

- (a) Additionally, up to **\$ 744.94** on the date of this Agreement by hereby permitting Grantee to retain (and expend in accordance with this Agreement) funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.05) appropriately describing the expenses incurred during the previous quarter.
  - (ii) Grantor has received a copy of the completed semi-annual summary to report on the progress of the Project Goals, Objectives and Performance Measures as

described in Section 5.05(b).

(iii) Grantor has received sufficient information in CVSD E-Grants to compile 2015-2016 and future annual reports as described in Section 5.05(c).

- (d) No default as described in Section 6.03 has occurred;
- (e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSD E-Grants Modification Announcement found in CVSD E-Grants;
- (f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

none

Section 2.06. Grant Availability Termination. Except for the final payment, the availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall end on June 30, 2017 (the "Availability Termination Date"). Grantor will disburse final Grant payment after the Availability Termination Date subject to Grantee's successful submission of final Grant financial report as provided in Section 5.05(c).

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to conduct an activity or complete a project falling within a Service Area, as described in Exhibit A, and is further limited as set forth in Exhibit B. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor on **June 30, 2015 and October 6, 2015**: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget. Grantee may not transfer Grant moneys between or among Budget line items except with the prior written approval of Grantor. At no time may a budget modification change the scope of the original grant application or grant agreement.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement or to replace funds previously allocated by Grantee for child abuse intervention.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails

to return the amount of the unexpended funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

#### **SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

#### **SECTION 5 GRANTEE'S AGREEMENTS**

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than June 30, 2017 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at

least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Confidentiality. In order to ensure the safety of child victims and non-offending family members of child abuse, domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the recipient of services or the recipient's responsible parent or guardian about whom information is sought, whether for this Project or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual of a victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant moneys.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSD E-Grant system at [www.cvsdegrants.com](http://www.cvsdegrants.com).

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSD E-Grant system.
- (b) Semi-Annual Program Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall prepare and submit. These reports will document grant-funded activity as listed in the Intervention Plan, described in

ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 419B.022 *et. seq.*).

- (c) Annual Report. Combined, through CVSD E-Grants, the Quarterly Financial Report and the Semi-Annual Program Report, due no later than 30 days after the close of the 12 month period (June 30, 2016 and June 30, 2017) may replace Grantee's formal submission of an Annual Report. Otherwise, an Annual Report, through CVSD E-Grants, will be due no later than 90 days after the final payment of the fiscal year (July, 2016 and July, 2017). Grantor reserves the right to request further information in accordance with the need to compile annual program service and financial information.

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor will require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <http://www.doj.state.or.us/victims/cami.shtml>, and incorporated herein.

## **SECTION 6 TERMINATION AND DEFAULT**

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination for Convenience; Termination by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under



any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Child Abuse Multidisciplinary Intervention Account to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (b) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (c) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If a party's default is not cured within fifteen (15) days of written notice thereof to the other party (or such longer period as the notifying party may authorize in its sole discretion), the notifying party may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future CAMI Account awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantor

terminates this Agreement as a result of Grantee's default, Grantee shall return all unexpended funds to Grantor. The parties shall engage in nonbinding discussions to give the alleged defaulting party an opportunity to present reasons why it believes it is not in default or that the default is not material and give the notifying party an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any misexpended funds.

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court of the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants.

Section 7.05. Subcontracts, Successors and Assignments.

a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or

obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the

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.

- (e) Indemnification by Subcontractors. Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) Subcontractor Insurance Requirements. Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS on Exhibit C, attached hereto and incorporated by reference herein, and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall

survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_

Name: Shannon L. Sivell

Title: Director, Crime Victims' Services Division

Date: \_\_\_\_\_

**AUTHORIZED AGENT FOR GRANTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

By: \_\_\_\_\_

Title: Assistant Attorney General

Date: \_\_\_\_\_

**EXHIBIT A**  
**GRANT AWARD SERVICE AREAS**

The Grant moneys are awarded solely for activities and projects falling within the following Service Areas:

**1. Assessment Services.** Assessment services are medical assessments of, intervention services to or psycho-social assessments of children in Oregon suspected of being victims of abuse or neglect. For purposes of this description, the phrases medical assessment, intervention service and psycho-social assessment have the following meanings:

**Medical Assessment** means an assessment by or under the direction of a physician who is licensed to practice medicine in Oregon and trained in the evaluation, diagnosis and treatment of child abuse and includes, but is not limited to, the taking of a thorough medical history, a complete physical examination, an interview for the purpose of making a medical diagnosis, a determination of whether or not the child has been abused or neglected, and identification of appropriate treatment or referral for follow-up for the child.

**Intervention Service** means a service provided by criminal justice or child protective services staff to intervene effectively in a case of suspected child abuse.

**Psycho-Social Assessment** means an evaluation of the child and his or her family to determine the need for services to reduce the adverse reaction to victimization and the availability of resources to meet those needs.

**2. Advocacy Services.** Advocacy services are services that reduce additional trauma to children (and their families) in Oregon suspected of being victims of abuse or neglect or that support the identification and development of therapeutic services to such children (and their families). Advocacy services include, but are not limited to, protective services, intervention advocacy, prevention advocacy and professional training and education, all as described below:

**Protective Services** means activities that are required to protect the child, prevent future abuse, and support the healing process associated with the abuse or neglect related trauma.

**Intervention Advocacy** means activities identified at the local and state level to provide more effective intervention for victims of child abuse or neglect.

**Prevention Advocacy** means activities associated with local and state fatality reviews or subsequent prevention strategies to reduce abuse or neglect related fatalities.

**Professional Training and Education** means support for professional training and education or for educational resources such as a clearinghouse, speakers bureau, or library, for professionals involved in child abuse and neglect intervention.

**3. Treatment Services.** Treatment services are information, referral or treatment for child abuse or neglect victims and their families. For purposes of this description, the words information, referral and treatment have the following meanings:

**Information** means providing information regarding treatment resources.

**Referral** means referral to therapeutic services.

**Treatment** means providing and coordinating therapeutic treatment intervention.



**Exhibit B**  
**ELIGIBLE EXPENSES**

Grant moneys may be used only for the following expenses necessarily incurred by Grantee in conducting an activity or completing a project falling within a Service Area:

1. Costs for staff, interviewers, interpreters, prosecutors (Deputy District Attorneys) and expert witnesses.
2. Costs for services, supplies, rent, and capital equipment.
3. Other operational expenses necessarily incurred in connection with a particular project or activity falling within a Service Area.

**EXHIBIT C**  
**SUBCONTRACTOR INSURANCE REQUIREMENTS**

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

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

ii. **EMPLOYERS' LIABILITY.**

**Required by Agency**    **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

**Required by Agency**    **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

**Required by Agency**    **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

**Required by Agency**    **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides

transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**

COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM

DATE: 10/13/15

TO: COUNTY COUNSEL

ATTORNEY: Scott Ciecko

FROM: Bob Willson

(name)

EXTENSION: 3011

DEPARTMENT/DIVISION: District Attorney

BILL TO District Attorney (Department/Division to be billed)

TYPE OF DOCUMENT: Accept Grant Award

NAME OF DOCUMENT: Local Grant Agreement: CAMI-MDT-2015-ClackamasCo.DAVAP-00030

REQUESTED RETURN DATE: 10/14/15

Please review to form. The dollar amounts have been XXX out as the final award amount hasn't been released by The State Budget Office yet.

APPROVED AS TO FORM:

County Counsel: SCC

Date: 10/15/15

Counsel Comments:

see email comments from  
today SCC.



## 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/](http://www.co.clackamas.or.us/da/)

October 29, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

### **Approval of 2015-2017 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant**

<b>Purpose/Outcomes</b>	The purpose of this non-competitive grant is to build the capacity of the District Attorney's Victim Assistance program, a long-standing program with a proven track record of service, in order to provide services to unserved victim groups.
<b>Dollar Amount and Fiscal Impact</b>	<p>2015-2017 VOCA Non-Competitive Program October 1, 2015 – September 30, 2017: \$440,042.00</p> <p>2015-2017 CFA Non-Competitive Program October 1, 2015 – September 30, 2017: \$363,910.00</p> <p>Grant revenue will be used to fund one new 1.00 FTE Victim Advocate and continue funding the Personnel Service costs for 4.00 FTE Victim Advocates. Remaining funds will be used to enhance current victim services and offset training costs as required by VOCA/CFA.</p> <p>The VOCA NC grant requires a 25% in-kind match of \$110,010.50 that will be met with Volunteer Victim Advocate hours, as it has in the past. The CFA NC grant does not require a match.</p>
<b>Funding Source</b>	The Oregon Department of Justice Crime Victim's Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. This is the first grant funding cycle in which the Oregon Department of Justice Crime (DOJ) Victim Services Division has combined the VOCA NC and CFA into one grant application.
<b>Safety Impact</b>	Activities and expenses will support & enhance services to victims of crime. These efforts will be to (1) respond to the emotional needs of crime victims, (2) assist victims to stabilize their lives after a victimization, (3) assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights, and (4) provide victims with a measure of safety and security while restoring a violence free life.
<b>Duration</b>	Effective October 1, 2015-September 30, 2017
<b>Previous Board Action/Review</b>	The Clackamas County Board of County Commissioners previously approved the CFA 2013 — 2015 (CFA-2013-CCDAVAP-00025) and VOCA NC 2012 — 2014 & 2015 Extension (VOCA-NC-2012-00029)
<b>Contact Person</b>	Diane Wehage, Victim Assistance Director for the District Attorney (503) 655-8616

**BACKGROUND:**

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system
- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

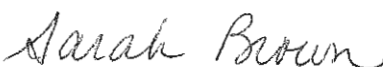
In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

**RECOMMENDATION:**

I respectfully recommend that the Clackamas County Board of County Commissioners approve this request to accept funds for the **2015-2017 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant** and authorize District Attorney John S. Foote to sign on behalf of the County.

Thank you,



Sarah Brown  
Administrator



DEPARTMENT OF JUSTICE  
CRIME VICTIMS' SERVICES DIVISION

October 16, 2015

John S. Foote  
District Attorney  
708 Main Street  
Oregon City, OR 97045-1845

RE: VOCA/CFA-2015-ClackamasCo.DAVAP-00025

Mr. Foote,

The 2015-2017 application submitted by Diane Wehage, Victim Assistance Program Director, has been approved by the Crime Victims' Services Division (CVSD). However, while CVSD recently submitted the Grant Agreement to the Assistant Attorney General, the AAG has not as yet provided CVSD with legal sufficiency approval for the VOCA and CFA Non-Competitive Intergovernmental Grant Agreement. CVSD will execute a Grant Agreement with Clackamas County, by and through its District Attorney's Office, as soon as legal sufficiency approval is granted by the AAG. All terms and conditions of the Grant Agreement will be retroactive to October 1, 2015 as stated in the Grant Agreement:

**Section 1.03. Effective Date.** When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of October 1, 2015.

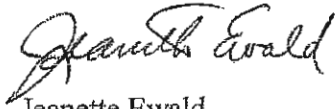
The VOCA/CFA-2015-ClackamasCo.DAVAP-00025 for the October 1, 2015 to September 30, 2017 grant period has been approved by CVSD in the amount of \$809,178; \$440,042 in VOCA funds and \$369,136 in CFA funds. These funds are intended to support four (4) current Victim Advocates and the hiring of a new 1.0 FTE Victim Advocate (\$48,000 per year for salary and \$32,631 per year for personnel expenses).

Please consider this letter as authority to deliver services and expend funds as outlined in the approved project description and budget in the VOCA/CFA-2015-ClackamasCo.DAVAP-00025 application.

Should you have any questions regarding the contents of this letter please contact me at [Jeanette.ewald@doj.stse.or.us](mailto:Jeanette.ewald@doj.stse.or.us) or 503-510-7173.

October 16, 2015  
Page 2

Sincerely,

A handwritten signature in cursive script that reads "Jeanette Ewald".

Jeanette Ewald  
Fund Coordinator

cc. Mike Maryanov, Grant Management Section Manager  
Diane, Wehage, Victim Assistance Program Director



ELLEN F. ROSENBLUM  
Attorney General



FREDERICK M. BOSS  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**  
CRIME VICTIMS' SERVICES DIVISION

**MEMORANDUM**

DATE: October 1, 2015

TO: 2015 VOCA Non-Competitive Grant Recipients

FROM: Cathy Relang, Fund Coordinator  
Jeanette Ewald, Fund Coordinator

Attached is your agency's 2015-2017 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E – Victims of Crime Act Special Conditions.

Once the Grant Agreement and Exhibits are signed, please **change the application status in CVSD E-Grants to "Application Accepted"** and upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants.

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement, please contact Cathy Relang, VOCA Fund Coordinator, at 503-378-4476 or Jeanette Ewald, CFA Fund Coordinator, at 503-378-6881.

**DEPARTMENT OF JUSTICE**  
 Crime Victims' Services Division

**VICTIMS OF CRIME ACT**  
**2015-2017 VOCA AND CFA NON-COMPETITIVE**  
**GRANT AWARD COVER SHEET**

<b>1. Grantee Name and Address:</b>  «Grantee» «Address» «CityState»  Contact Name: «Sal» «First_Name» «Last_Name» Telephone: «Phone» Fax: «Fax» E-mail: «Email»	<b>2. Special Conditions:</b>  This grant Program is approved subject to such conditions or limitations as set forth the attached Grant Agreement.  <b>3. Statutory Authority for Grant:</b> VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-000
<b>4. Award Number:</b> «Grant_Number»	<b>5. Award Date:</b> October 1, 2015
<b>6. Grantee Tax Identification Number:</b> «TaxID»	<b>7. DUNS Number:</b> «DUNS_»
<b>8. Type of Party Receiving Funds:</b> <input type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor «Implementing_Agency» / «Implementing_Agency_SubType»	<b>8. Program Period:</b>  October 1, 2015 – September 30, 2017
<b>9. VOCA Category:</b> «Priority_Category»	<b>10. Total VOCA Grant Award Amount / Match Amount:</b>  «Total» / «Match»
<b>11. VOCA CFDA Number:</b> CFDA 16-575	<b>12. Total CFA Grant Award Amount:</b> «Total»
<b>13. Indirect Cost Rate:</b>	<b>14. Total Federal Award Amount:</b>
<b>15. Semi-Annual Narrative and Statistical Reports:</b>  October 31, 2015 October 31, 2016 (final)	<b>16. VOCA Financial &amp; Outcome Measures Reports Due Dates:</b>  January 31, 2016      January 31, 2017 April 30, 2016      April 30, 2017 July 20, 2016      July 20, 2017 October 31, 2016      October 31, 2017 (final)
This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "Victims of Crime Act Competitive Program Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.	

**OREGON DEPARTMENT OF JUSTICE**  
**VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD AGREEMENT**  
**2015-2017 VOCA and CFA NON-COMPETITIVE GRANT AGREEMENT**  
**«GRANT\_NUMBER»**

**BETWEEN:** State of Oregon, acting by and through (Grantor)  
its Department of Justice,  
1162 Court St. NE  
Salem, Oregon 97301-4096  
Fax: 503-378-6974

**AND:** «Grantee» (Grantee)  
«Address»  
«CityState»  
Fax: «Fax»

**PROGRAM START DATE:** October 1, 2015

**SECTION 1**  
**LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et seq.* (“VOCA”), and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.288, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account (“CFA”), and pursuant to 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received from the Criminal Fine Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as Agreement, is between the Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective as of October 1, 2015.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement;
- (b) Exhibits A through E as described in Section 2.04 (d).
- (c) The most current versions of the CFA Grant Management Handbook available at [http://www.doj.state.or.us/victims/pdf/cfa\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/cfa_grant_management_handbook.pdf), (“CFA Grant Management Handbook”) and the VOCA Grant Management Handbook available at

[http://www.doj.state.or.us/victims/pdf/voca\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf) (“VOCA Grant Management Handbook”) as defined in Section 5.15(d).

- (d) 2015-2017 VOCA & CFA Non- Competitive Program Grant Request for Application Instructions and any Amendments (“VOCA and CFA RFA”).
- (e) Grantee’s VOCA and CFA Application from the VOCA and CFA RFA to include the general information for all Grantees (Form A, Cover Page; Form D, Staff Roster; Form G, Crime Victim Compensation Information; Form H, Project Description; Form J, Coordination and Collaboration, Memorandum of Understanding, and Subcontracting; and Form K, Uploads), the Grantee’s VOCA Application as defined in Section 1.04 (f) herein, and the Grantee’s CFA Application as defined in Section 1.04 (g) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (f) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application.”
  - (i) The services included in the Services Checklist (Form B of the Grantee’s VOCA and CFA Application);
  - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application); and
  - (iii) The budget forms, (Forms L-P of the Grantee’s VOCA and CFA Application, the “VOCA Budget”).
- (g) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
  - (i) The Grantee’s policies and procedures included in the Policies and Procedures Narrative (Form I of the Grantee’s VOCA and CFA Application);
  - (ii) As appropriate, the organizational capacity to deliver services to underserved communities included in Underserved Funds (Form C of the Grantee’s VOCA and CFA Application); and
  - (iii) The budget forms, (Forms L, M, N and P of the Grantee’s VOCA and CFA Application, the “CFA Budget”).
- (h) Exhibit F, Subcontractor Insurance Requirements.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at: [http://www.doj.state.or.us/victims/pdf/2015\\_voca\\_nc\\_pass\\_through\\_agreement\\_reqs.pdf](http://www.doj.state.or.us/victims/pdf/2015_voca_nc_pass_through_agreement_reqs.pdf).

**TERMS AND CONDITIONS**

**SECTION 2  
GRANT AWARD**

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee maximum not-to-exceed amount of «TOTAL\_1517\_AWARD\_AMOUNT» (the “Grant”) from the Fund(s) in the category(ies) outlined below to financially support and assist Grantee’s implementation of the Grantee’s VOCA Application and Grantee’s CFA Application (as described in Section 1.04) from the Grantee’s VOCA and CFA Application, all of which are incorporated herein by this reference and collectively referred to as the “Program”.

Fund	Category	Year 1 Funds	Year 2 Funds	Total Maximum Funds
VOCA	DV	«FY_1516_VOCA_DV»	«FY_1617_VOCA_DV»	«FY_1517_TOTAL_VOCA_DV»
VOCA	CA	«FY_1516_VOCA_CA»	«FY_1617_VOCA_CA»	«FY_1517_TOTAL_VOCA_CA»
VOCA	US	«FY_1516_VOCA_US»	«FY_1617_VOCA_US»	«FY_1517_TOTAL_VOCA_US»
VOCA	GEN	«FY_1516_VOCA_GEN»	«FY_1617_VOCA_GEN»	«FY_1517_TOTAL_VOCA_GEN»
CFA	N/A	«M_1516_CFA»	«M_1617_CFA»	«M_1517_TOTAL_CFA»

Section 2.02. Grant Award and Performance Measures. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA and CFA as described in the Program.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment in the amount of «First Payment» shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor’s obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient funds under VOCA and CFA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other

**Comment [MMV1]:** No July payment... not quarterly? Also, do we want a similar word in CFA to the use of “reimbursement” above in VOCA? “Fixed” or “allocated” or something to indicate a set amount per payment period? I’m assuming this is existing language in the CFA agreement, but I thought I’d ask anyway.

expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;

- (c) Grantor has received a copy of the Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage is in full force for the duration of this Agreement;
- (e) If Grantee expends \$500,000 or more in federal funds from all sources in a fiscal year beginning prior to December 26, 2014, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133;
- (f) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F;
- (g) If Grantee agency does not claim an exemption from the EEOP requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEOP;
- (h) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
  - (ii) Grantor has received the completed Semi-Annual VOCA Non-Competitive Narrative Report as described in the most recent version of the VOCA Grant Management Handbook; and
  - (iii) Grantor has received the completed Semi-Annual VOCA Non-Competitive Victim Statistics Report as described in the most recent version of the VOCA Grant Management Handbook.
- (i) Grantee is current in all reporting requirements of all active or prior CFA grants including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for the reporting period; and
  - (ii) Grantor has received from Grantee the completed CFA Annual Report as described in the most recent version of the CFA Grant Management Handbook.
- (j) No default as described in Section 6.03 has occurred; and
- (k) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

“«Grant\_Agreement\_Conditions»”

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor’s obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2017** (the “Availability Termination Date”). Grantor may not disburse any Grant money after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee’s completed performance or on **September 30, 2017**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor’s right to enforce this Agreement with respect to any default by Grantee that has not been cured.

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee’s use of the Grant money is limited to those expenditures necessary to implement the Program and that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook. Furthermore, Grantee’s expenditure of Grant money must be in accordance with the Program budget and narrative (the “Budget”) set forth in the Grantee’s VOCA and CFA Application.

The VOCA year one maximum allocation described in section 2.01 may only be allocated for Program costs incurred between October 1, 2015 and September 30, 2016. Any funds that may remain unexpended from the year one allocation may be carried forward and included in the year two allocation. The VOCA year two allocation described in section 2.01 may only be allocated for Program costs incurred between October 1, 2016 and September 30, 2017.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR part 200, (iii) to provide services to persons other than those described in Section 2.01, or (iv) for any purpose prohibited by any provision of this Agreement. Grantee shall not use the Grant money to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the VOCA Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended VOCA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended VOCA funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability

Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money in accord with an explanation satisfactory to Grantor as to why the CFA Grant money was not expended and how it will be incorporated into the new fiscal year Program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

#### SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

#### SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Program Commencement. Grantee shall cause the Program to be operational no later than 60 days from the date of this Agreement. If the Program is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Program, reasons for delay, and the expected Program starting date. If the Program is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Program Completion. Grantee shall complete the Program no later than **September 30, 2017** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Program.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with



Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, Crime Victims' Services Division ("CVSD") policies for addressing discrimination complaints,
  - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victims' Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available at [http://www.doj.state.or.us/victims/pdf/civil\\_rights\\_complaints\\_employees.pdf](http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_employees.pdf); and
  - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victims' Services Division and the Oregon Department of Justice, Crime Victims' Services Division Subrecipients* available at [http://www.doj.state.or.us/victims/pdf/civil\\_rights\\_complaints\\_participants.pdf](http://www.doj.state.or.us/victims/pdf/civil_rights_complaints_participants.pdf).
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on CVSD Civil Rights Requirements web page available at [http://www.doj.state.or.us/victims/pages/civil\\_rights.aspx](http://www.doj.state.or.us/victims/pages/civil_rights.aspx). Grantee shall conduct periodic training to Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.
- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by CVSD and available at [http://www.doj.state.or.us/victims/pdf/civil\\_rights\\_fact\\_sheet.pdf](http://www.doj.state.or.us/victims/pdf/civil_rights_fact_sheet.pdf).

Section 5.05. Volunteers. Grantee will use volunteers in implementation of the VOCA Program unless a waiver has been obtained from CVSD.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders in with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS) Advisory Committee: [http://www.doj.state.or.us/victims/pdf/dvsa\\_training\\_requirements.pdf](http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf).
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements described in subsection (a) of this

Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.

- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: [https://www.ovcttac.gov/views/TrainingMaterials/dspOnline\\_VATOnline.cfm](https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm). Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) VOCA-funded staff providing direct services is encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:
  - (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
  - (ii) Quarterly Performance Measurement Tool Reports. No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
  - (iii) Annual Narrative Reports. No later than 31 days after the end of the calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report covering the reporting period just ended from October 1 through September 30.
  - (iv) Quarterly Client Feedback Form and Outcome Measure Report. Grantee agrees to distribute a client feedback form to all victims served by the Program, as deemed appropriate by the Program. The client feedback form must include the three (3) CVSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by CVSD. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.

(b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:

- (i) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSD E-Grants to Grantor quarterly financial reports.
- (ii) Annual Reports. No later than 31 days after the end of the calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report and an Annual Statistical Report covering the reporting period just ended from October 1 through September 30.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in the 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. VOCA Matching Funds. Grantee shall obtain and expend VOCA Program matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the VOCA Grant funds received.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Program or any other federal, state, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with federal, state, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

The term "personally identifying information," "individual information," or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant monies.

Section 5.11. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, applicants or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/ volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.12. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-133 (if applicable), and 2 CFR part 200, 2 CFR Part 215, and 2 CFR Part 230. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the

responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.

- (b) Access to Records. Oregon Department of Justice/CVSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the Grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. If Grantee *expends* \$500,000 or more in federal funds (from all sources) in its fiscal year, beginning prior to December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. If Grantee *expends* \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSD within 30 days of completion. If Grantee *expends* less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 or 2 CFR part 200, subpart F are unallowable. If Grantee did not *expend* \$500,000 or more in federal funds in a fiscal year beginning prior to December 26, 2014, or \$750,000 or more in federal funds in a fiscal year beginning on or after that date, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.13. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
  - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
  - (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).

- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131**, and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability); the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its program and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice (USDOJ) has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm> and [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr).
- (h) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.

Section 5.14. **VOCA Eligibility Requirements.** Grantee will comply with the federal eligibility criteria established by VOCA and the Office of Justice Programs Financial Guide in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.15. **Assurances.** The Grantee assures that it will:

- (a) Utilize Grant funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from the Oregon Department of Justice, CVSD for:
  - 1. Redirection of funds in or out of the Personnel category; OR
  - 2. Movement of funds that totals more than \$500 in the Services and Supplies or Other Services categories; OR
  - 3. To add a budget category or line item that did not exist in the original budget; OR
  - 4. Delete an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide, available at: <http://ojp.gov/financialguide/DOJ/index.htm>; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

**SECTION 6  
TERMINATION AND DEFAULT**

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02. Termination by either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

Section 6.03. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Program, the expenditure of Grant monies or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or

- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA or CFA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant monies or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

## SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.



Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without Grantor's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("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. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim ), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to

reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- (d) **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.
- (e) **Indemnification by Subcontractors.** Grantee shall take all reasonable steps to cause each of its contractors that are not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- (f) **Subcontractor Insurance Requirements.** Grantee shall require each of its first tier contractors that are not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**Section 7.08. False Claim Act.** Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.12, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



**STATE OF OREGON**

Acting by and through its Department of Justice

By: \_\_\_\_\_  
Name: Shannon L. Sivell  
Title: Director, Crime Victims' Services Division  
Date: \_\_\_\_\_

**AUTHORIZED AGENT FOR GRANTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED FOR LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Attorney General  
Date: \_\_\_\_\_



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under t

grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

---

Check here  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here  if the State has elected to complete OJP Form 4061/7.

---

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a

violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

\*U.S. Government Printing Office: 1996 - 405-037/40014

\*U.S. Government Printing Office: 1986 - 405-037/40014

EXHIBIT B



OMB APPROVAL NUMBER 1121-0140  
As modified by the Office of Criminal Justice Services  
Pursuant to request of the OJP Office of Civil Rights

**STANDARD ASSURANCES**

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; 2 CFR part 200; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include:
  - Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d);
  - Victims of Crime Act (42 U.S.C. § 10604(e));
  - Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b));
  - Civil Rights Act of 1964 (42 U.S.C. § 2000d);
  - Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34);
  - Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86);
  - Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
  - Ex. Order 13279 (equal protection of the laws for faith-based and community organizations);
  - Equal Treatment for Faith-Based Organization (28 C.F.R. pt. 38); and
  - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures (28 C.F.R. pt. 42).

*In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.*

*Additionally, all grant recipients (including subgrantees or contractors) agree to report any complaints, lawsuits, or findings from a federal or state court or a federal or state Administrative Agency regarding a civil rights finding.*



7. If a governmental entity;

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2014

«Sal» «First\_Name» «Last\_Name»  
«Grantee»  
«Address»  
«CityState»

RE: Subrecipient Audit Requirements of OMB Circular A-133 (2 CFR Part 200, Subpart F for audits of fiscal years beginning on or after December 26, 2014) Grant Agreement between the Oregon Department of Justice and for the period of October 1, 2015 – September 30, 2017 under the VOCA Non-Competitive Grant Award/CFDA#16-575 /«Total».

Dear «Sal» «First\_Name» «Last\_Name»,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations* and 2 CFR part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of Circular A-133 can be found at the following web address:

[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf) and a copy of 2 CFR Part 200, Subpart F can be found at the following web address: <http://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#2:1.1.2.2.1.6>

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, and E.

1. \_\_\_\_\_ We have completed our single audit for our most recent fiscal year, ending \_\_\_\_\_. The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)  
**URL address for single Audit:**
2. \_\_\_\_\_ We expect our single audit for our most recent fiscal year, ending \_\_\_\_\_, to be completed by \_\_\_\_\_. The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)
3. \_\_\_\_\_ We are not subject to the single audit requirement because:  
 \_\_\_\_\_ We are a for-profit organization.  
 \_\_\_\_\_ We expend less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date.  
 \_\_\_\_\_ Other (please explain) \_\_\_\_\_

\_\_\_\_\_  
Print Name of Fiscal Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Fiscal Officer

\_\_\_\_\_  
Date

Please address all correspondence to:  
Oregon Department of Justice, CVSD  
1162 Court Street NE  
Salem, OR 97301-4096

EXHIBIT D

Oregon Department of Justice – Crime Victims’ Services Division  
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS**  
**OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS**  
**FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE**

*INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I", keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victims’ Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, and E.*

Grant Award: «Grant Number»		Grant Title: VOCA Non-Competitive Grant Award
Grantee Name (Funded Entity): «Grantee»		
Address: «Address», «CityState»		
Program Period: Start Date: 10/1/2015 End Date: 9/30/2017		Award Amount: «Total»
Contact Name, Phone # & E-mail address: «Sal» «First Name» «Last Name», «Phone», «Email»		

**AUTHORIZED OFFICIAL’S CERTIFICATION:** As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

I certify that \_\_\_\_\_ [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute’s administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEO). *See* 28 C.F.R. pt. 42, subpt. E. Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B or C below) that applies to this Grantee agency during the period of the grant duration noted above.

**CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee]  
is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

\_\_\_\_\_  
Print or Type Name and Title Signature Date

**CERTIFICATION B: Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305).

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000,  
has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last  
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required  
by applicable federal law, it is available for review by the public, employees, DOJ/CVSD, and the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization],  
\_\_\_\_\_  
[address].

\_\_\_\_\_  
Print or Type Name and Title Signature Date

**CERTIFICATION C: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [authorized official],  
certify that \_\_\_\_\_ [Grantee],  
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP  
in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for  
Civil Rights, Office of Justice Programs, U.S. Department of Justice.

\_\_\_\_\_  
Print or Type Name and Title Signature Date

\* \* \* \* \*

This original signed form must be returned to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, and E. You must also forward a signed copy to the person you identified under "I" on page 1. Electronically scan the signed document and send the signed document to [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov) with EEOP Certification in the subject line. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <http://www.ojp.usdoj.gov/ocr>.

## EXHIBIT E

### VICTIMS OF CRIME ACT SPECIAL CONDITIONS

1. Grantee will comply with the conditions of VOCA, sections 1404 (a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
2. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Grantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
3. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. Reporting Fraud, Waste, Error and Abuse  
Promptly refer to the U.S. Department of Justice, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted false claim for Grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant funds.

Report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, OIG by:

Mail: Office of the Inspector General  
U.S. Department of Justice Investigations Division  
950 Pennsylvania Avenue, N.W. Room 4706  
Washington, DC 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (contact information in English and Spanish): 1-(800) 869-4499

Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig/>.

6. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
7. Grantee agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Grantee is a high-risk grantee.

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), OJP encourages Grantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles available at <http://www.ojp.usdoj/funding/ojptrainingguidingprinciples.htm>.
10. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Grantee will promptly notify, in writing, the Fund Coordinator for this award, and, if so requested by DOJ/CVSD, seek a budget-modification or change-of-project-scope grant amendment to eliminate any inappropriate duplication of funding.
11. Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
12. Grantee understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Certification:** I certify that I have read and reviewed the above assurances and the grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

_____	_____
Print Name of Authorized Official	Title
_____	_____
Signature of Authorized Official	Date
_____	_____
Print Name of Fiscal Officer	Title
_____	_____
Signature of Fiscal Officer	Date

**EXHIBIT F**

**SUBCONTRACTOR INSURANCE REQUIREMENTS**

**A. REQUIRED INSURANCE.** Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

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

ii. **EMPLOYERS' LIABILITY.**

Required by Agency  Not required by Agency.

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency  Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency  Not required by Agency.

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency  Not required by Agency.

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

**B. ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE.** If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

**D. CERTIFICATE(S) OF INSURANCE.** Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**





12  
GARY SCHMIDT  
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

October 29, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**BOARD ORDER IN THE MATER OF APPROVING AN EXTENSION OF THE CABLE TELEVISION FRANCHISE WITH COMCAST OF OREGON II, INC., COMCAST OF TUALATIN VALLEY, INC., AND COMCAST OF ILLINOIS/OHIO/OREGON, LLC.**

<b>Purpose/Outcome</b>	Extend current cable television franchises to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	None
<b>Duration</b>	Effective September 22, 2015 through March 31, 2016
<b>Previous Board Action/Review</b>	The original franchise agreements were approved by Board Order No. 2010-16 on February 18, 2010.
<b>Contact Person</b>	Gary Schmidt, Public and Government Affairs, 503-742-5908
<b>Contract No.</b>	N/A

**BACKGROUND:**

Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc. and Comcast of Illinois/Ohio/Oregon, LLC. (Comcast collectively) Cable Franchise Permit Agreements expired on September 22, 2015, but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice. Comcast is currently serving over 20,000 subscribers in unincorporated areas of Clackamas County and the County is currently negotiating a renewal of the cable franchises with Comcast.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Comcast's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

Page 2  
Staff Report - Comcast Extension  
October 29, 2015

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreements to assure that the terms of the current franchise agreements continue to be met through March 31, 2016.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary Schmidt".

Gary Schmidt, Director  
Public and Government Affairs

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of an Extension of the  
cable television Franchise with  
Comcast of Oregon II, Inc.,  
Comcast of Tualatin Valley, Inc. and  
Comcast of Illinois/Ohio/Oregon, LLC



Order No.

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on October 29, 2015 to consider approving an extension of the cable television franchises with Comcast of Oregon II, Inc., an Oregon corporation, Comcast of Tualatin Valley, Inc., an Oregon corporation, and Comcast of Illinois/Ohio/Oregon, LLC, a Delaware limited liability company (collectively, the "Franchisees").

**WHEREAS**, Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC hold cable franchises with Clackamas County, each of which expired on September 22, 2015 but the respective contracts have continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

**WHEREAS**, County staff and representatives of the Franchisees began meeting in the fall of 2014 to negotiate open issues regarding the renewal of the applicable franchises; and

**WHEREAS**, the amount of time required to conclude negotiations and allow for public review of new franchise agreements will extend beyond the current expiration date; and

**WHEREAS**, it is in the public interest to extend the current franchises for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT** the franchises granted to Comcast II of Oregon, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC shall be extended until and including March 31, 2016, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Comcast nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of franchises is explicitly conditioned upon written acceptance thereof by each of the Franchisees.

**DATED** this 29<sup>th</sup> day of October, 2015.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



13

**DEVELOPMENT AGENCY**

**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 29, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose  
for Acquisition of Rights of Way and Easements  
for the Otty Street Realignment Project and  
Authorizing Negotiations and Eminent Domain Actions**

<b>Purpose/Outcomes</b>	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements or other property rights from abutters to the project.
<b>Dollar Amount and Fiscal Impact</b>	The right of way budget for the project is \$1,100,000 and is included within the \$3,500,000 total approved project budget.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District
<b>Safety Impact</b>	This project will provide safer access to and from 82 <sup>nd</sup> Avenue and improve east/west connectivity for the traveling public and emergency service providers. Sidewalks, dedicated bike lanes and street lighting are included in the project.
<b>Duration</b>	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
<b>Previous Board Action</b>	Approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a business meeting on April 11, 2013 and subsequent study session on April 16, 2014.  Approved engineering contract with Harper Houf Peterson Righellis Inc. on October 30, 2014.  Approval of Resolution of Necessity on May 21, 2015 to allow the maximum amount of time to support one property owner's relocation assistance needs.
<b>Contact Person</b>	David Queener, Development Agency Project Manager at 503-742-4322

**BACKGROUND:**

The Board of County Commissioners has approved funding for the Otty Street Realignment Project, which will realign the street to the intersection at 82<sup>nd</sup> Avenue and Otty Road to the east. Improvements will include a two-lane road section, storm drainage facilities, signal modifications, sidewalks, bike lanes, street lighting and landscaping. The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Development Agency (Agency) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Agency has developed the final legal descriptions required for acquisition of the rights of way and easement for four properties affected by the Project. If, during the course of the project, design or construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Agency to resolve issues of just compensation through good faith negotiations. It requires the Manager of the Agency to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

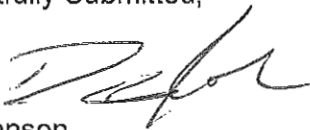
Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the Otty Street Realignment Project for the acquisition of necessary rights of way and easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the Resolution authorizing the acquisition of rights of way and easements by negotiation if possible, or condemnation, if necessary.

Respectfully Submitted,



Dan Johnson  
Development Agency Manager

Attachment

For information on this issue or copies of attachments  
please contact David Queener at (503) 742-4322

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Otty Street Realignment  
Declaring the Necessity  
and Purpose for Acquisition of Rights of  
Way and Easements, and Authorizing  
Negotiations and Eminent Domain Actions

Order No. \_\_\_\_\_  
(Page 1 of 2)

This matter comes before the Board of County  
Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on  
October 29, 2105 and,

It appearing that the Board previously approved funding  
for the Otty Street Realignment Project No. DA-02 ("Project"), which will provide for the realignment of SE  
Otty Street with the intersection at 82nd Avenue and Otty Road and the widening of Otty Road east of  
82nd Avenue, including sidewalks, landscaping, traffic signal improvements, lighting, a bike lane, and  
storm drainage facilities; that the Project is consistent with the powers and purposes of County  
government; and that the Project is necessary for the continued growth, safety and welfare of the  
community; and,

It further appearing to the Board that the Project has  
been planned and located in a manner which is most compatible with the greatest public good and  
causes the least private injury; and,

It further appearing to the Board that the acquisition of  
the rights of way and easements, described in Exhibit "A" is a necessary part of the Project and therefore  
is also consistent with the powers and purposes of County government, and necessary for the continued  
growth, safety and welfare of the community; and,

It further appearing to the Board that immediate  
possession of the rights of way and easements described in Exhibit "A" may be necessary and will be in  
the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under  
ORS Chapter 35 to acquire rights of way and easements by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that  
this Board declares it necessary and in the public interest that the County immediately start acquisition of  
rights of way and easements described in Exhibit "A", either through negotiation and agreement,  
purchase, or, if necessary, by commencement of eminent domain proceedings.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of the Otty Street Realignment  
Declaring the Necessity  
and Purpose for Acquisition of Rights of  
Way and Easements, and Authorizing  
Negotiations and Eminent Domain Actions

Order No. \_\_\_\_\_  
(Page 2 of 2)

IT IS FURTHER ORDERED THAT:

1) The Clackamas County Development Agency immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

2) If the Manager of the Clackamas County Development Agency (the "Manager") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way and easements required for the Project, the Manager shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3) It is the intention of the Board that the required rights of way and easements identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Manager shall inform the Board when the Manager deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required rights of way and easements and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
John Ludlow, Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

**Exhibit "A"**  
**Project Legal Descriptions**  
**Otty Street Realignment Project**

**Property No. 04; Tax Lot No. 12E29DA13000**

**PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)**

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 48, Plat of "PARK VIEW ACRES", Plat No. 417, Clackamas County Survey Records, also being a portion of that tract of land as described by Statutory Bargain and Sale Deed to Gustafson Real Estate LLC, an Oregon Limited Liability Company, recorded July 10, 2014 as Fee No. 2014-033222, Clackamas County Deed Records, said parcel being that portion of said property lying northeasterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 210.92 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 367+98.53, and the beginning of a 175.00 foot radius curve to the left, having a central angle of 41°42'14", the radius point of which bears N41°51'13"E;

Thence southeasterly along the arc of said curve to the left (the long chord of which bears S68°59'54"E, 124.58 feet) 127.38 feet to a point 95.55 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 368+45.56;

Thence easterly, in a straight line, to a point 68.15 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 368+46.19;

Thence southeasterly, in a straight line, to a point 16.58 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 369+00.00;

EXCEPTING therefrom that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 46.50 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 368+15.00;

Thence southerly, in a straight line, to a point 46.50 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 369+50.00.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.



The parcel of land to which this description applies contains 2,749 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 82<sup>nd</sup> Avenue, being more particularly described as follows:

Beginning at a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon and being a point on the Existing Centerline of 82nd Avenue (Market Road number 38) (Cascade Highway) (State Highway 213) , said Point also being Existing Centerline Station 357+89.36 PI per Oregon State Highway Department Drawing No. 7B-29-19 (Cascade Highway North, S.E. Flavel St. - Lake Road Section);

Thence S 01°10'41" E, along said Existing Centerline of 82nd Avenue, 2646.24 feet to a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-091, Clackamas County Survey Records, at the Section Corner common to Sections 29, 28, 32, and 33, T.1S , R.2E, W.M., Clackamas County, Oregon, said point also being Existing Centerline Station 384+35.60, (shown as Station 384+35.67 per Oregon State Highway Department Drawing No. 7B-29-20) (Cascade Highway North, S.E. Flavel St. - Lake Road Section) and the terminus of this description.

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

#### PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 48, Plat of "PARK VIEW ACRES", Plat No. 417, Clackamas County Survey Records, also being a portion of that tract of land as described by Statutory Bargain and Sale Deed to Gustafson Real Estate LLC, an Oregon Limited Liability Company, recorded July 10, 2014 as Fee No. 2014-033222, Clackamas County Deed Records, said parcel being that portion of said property lying northerly and easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 329.96 feet right of Existing 82nd Avenue Centerline Station 367+98.53;

Thence southerly, in a straight line, to a point 330.15 feet right of Existing 82nd Avenue Centerline Station 368+26.81;

Thence easterly, in a straight line, to a point 314.73 feet right of Existing 82nd Avenue Centerline Station 368+27.17;

Thence southeasterly, in a straight line, to a point 282.13 feet right of Existing 82nd Avenue Centerline Station 368+47.81;

Thence southerly, in a straight line, to a point 282.67 feet right of Existing 82nd Avenue Centerline Station 368+71.40;

Thence easterly, in a straight line, to a point 266.84 feet right of Existing 82nd Avenue Centerline Station 368+71.77;

Thence southeasterly, in a straight line, to a point 247.34 feet right of Existing 82nd Avenue Centerline Station 368+85.25;

Thence easterly, in a straight line, to a point 84.86 feet right of Existing 82nd Avenue Centerline Station 368+89.82;

Thence easterly, in a straight line, to a point 48.50 feet right of Existing 82nd Avenue Centerline Station 368+92.08;

Thence southerly, in a straight line, to a point 48.50 feet right of Existing 82nd Avenue Centerline Station 369+50.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 46.50 feet right of Existing 82nd Avenue Centerline Station 368+15.00;

Thence southerly, in a straight line, to a point 46.50 feet right of Existing 82nd Avenue Centerline Station 369+50.00.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of 82nd Avenue.

The parcel of land to which this description applies contains 13,597 square feet more or less.

The stationing used to described this parcel is based on the Existing Centerline of 82<sup>nd</sup> Avenue described herein, being more particularly described in Parcel 1.

PARCEL 1 (Permanent Easement For Highway Right of Way Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 48, Plat of "PARK VIEW ACRES", Plat No. 417, Clackamas County Survey Records, also being a portion of that tract of land as described by Statutory Bargain and Sale Deed to Gustafson Real Estate LLC, an Oregon Limited Liability Company, recorded July 10, 2014 as Fee No. 2014-033222, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 46.50 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 368+15.00;

Thence southerly, in a straight line, to a point 46.50 feet right of Existing 82<sup>nd</sup> Avenue Centerline Station 369+50.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.

The parcel of land to which this description applies contains 1,666 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 82<sup>nd</sup> Avenue, being more particularly described as follows:

Beginning at a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon and being a point on the Existing Centerline of 82<sup>nd</sup> Avenue (Market Road number 38) (Cascade Highway) (State Highway 213) , said Point also being Existing Centerline Station 357+89.36 PI per Oregon State Highway Department Drawing No. 7B-29-19 (Cascade Highway North, S.E. Flavel St. - Lake Road Section);

Thence S 01°10'41" E, along said Existing Centerline of 82<sup>nd</sup> Avenue, 2646.24 feet to a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-091, Clackamas County Survey Records, at the Section Corner common to Sections 29, 28, 32, and 33, T.1S , R.2E, W.M., Clackamas County, Oregon, said point also being Existing Centerline Station 384+35.60, (shown

as Station 384+35.67 per Oregon State Highway Department Drawing No. 7B-29-20) (Cascade Highway North, S.E. Flavel St. - Lake Road Section) and the terminus of this description.

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

**Property No. 10; Tax Lot No. 12E28CB3200**

**PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)**

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lots 10 and 11, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of Parcel 2 of that tract of land as described by Quit Claim Deed to BAR-AM Limited Liability Company, recorded June 16, 1999 as Fee No. 99-061162, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 74.64 feet left of Existing Otty Road Centerline Station 0+15.00;

Thence southeasterly, in a straight line, to a point 41.50 feet left of Existing Otty Road Centerline Station 0+53.98;

Thence easterly, in a straight line, to a point 41.50 feet left of Existing Otty Road Centerline Station 2+00.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Otty Road.

The parcel of land to which this description applies contains 1,810 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of Otty Road, being more particularly described as follows:

Beginning at a point on the Existing Centerline of Otty Road (William Otty Road, County Road No. 196) from which a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon, bears N 01°10'41" W, 1027.40 feet, said point being Existing Centerline Station 0+00.00 (also being Existing 82nd Avenue Centerline Station 368+16.76);

Thence S 89°09'39" E, along said Existing Centerline of Otty Road, 607.62 feet, as shown on SN22842, Clackamas County Survey Records, to the centerline intersection with Fuller Road (Price-Fuller Road, County Road No. 53), as shown on said survey and being Centerline Station 6+07.62 and the terminus of this description;

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lots 10 and 11, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of Parcel 2 of that tract of land as described by Quit Claim Deed to BAR-AM Limited Liability Company, recorded June 16, 1999 as Fee No. 99-061162, Clackamas County Deed Records, said parcel being that portion of said property lying westerly and southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 105.00 feet left of Existing Otty Road Centerline Station 0+34.83;

Thence southerly, in a straight line, to a point 70.28 feet left of Existing Otty Road Centerline Station 0+36.05;

Thence easterly, in a straight line, to a point 70.28 feet left of Existing Otty Road Centerline Station 1+30.71;

Thence southerly, in a straight line, to a point 44.86 feet left of Existing Otty Road Centerline Station 1+30.72;

Thence easterly, in a straight line, to a point 44.87 feet left of Existing Otty Road Centerline Station 1+89.36;

Thence northerly, in a straight line, to a point 52.50 feet left of Existing Otty Road Centerline Station 1+89.36;

Thence easterly in a straight line, to a point 52.50 feet left of Existing Otty Road Centerline Station 2+00.00;

EXCEPTING therefrom that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminated at the boundary lines of said property;

Beginning at a point 63.82 feet left of Existing Otty Road Centerline Station 0+15.00;

Thence easterly, in a straight line, to a point 64.57 feet left of Existing Otty Road Centerline Station 0+36.39;

Thence southerly, in a straight line, to a point 35.00 feet left of Existing Otty Road Centerline Station 0+37.43;

ALSO EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the Existing right-of-way of 82nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the Existing right-of-way of Otty Road.

The parcel of land to which this description applies contains 2,931 square feet more or less.

The stationing used to described this parcel is based on the Existing Centerline of Otty Road described herein, being more particularly described in Parcel 1.

PARCEL 1 (Permanent Easement For Traffic Control Facilities)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 11, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion

of Parcel 2 of that tract of land as described by Quit Claim Deed to BAR-AM Limited Liability Company, recorded June 16, 1999 as Fee No. 99-061162, Clackamas County Deed Records, said parcel being that portion of said property lying southerly and westerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 63.82 feet left of Existing Otty Road Centerline Station 0+15.00;

Thence easterly, in a straight line, to a point 64.57 feet left of Existing Otty Road Centerline Station 0+36.39;

Thence southerly, in a straight line, to a point 35.00 feet left of Existing Otty Road Centerline Station 0+37.43;

EXCEPTING therefrom that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminated at the boundary lines of said property;

Beginning at a point 74.64 feet left of Existing Otty Road Centerline Station 0+15.00;

Thence southeasterly, in a straight line, to a point 41.50 feet left of Existing Otty Road Centerline Station 0+53.98;

Thence easterly, in a straight line, to a point 41.50 feet left of Existing Otty Road Centerline Station 2+00.00;

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Otty Road.

The parcel of land to which this description applies contains 29 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of Otty Road, being more particularly described as follows:

Beginning at a point on the Existing Centerline of Otty Road (William Otty Road, County Road No. 196) from which a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon, bears N 01°10'41" W, 1027.40 feet, said point being Existing Centerline Station 0+00.00 (also being Existing 82nd Avenue Centerline Station 368+16.76);

Thence S 89°09'39" E, along said Existing Centerline of Otty Road, 607.62 feet, as shown on SN22842, Clackamas County Survey Records, to the centerline intersection with Fuller Road (Price-Fuller Road, County Road No. 53), as shown on said survey and being Centerline Station 6+07.62 and the terminus of this description;

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

**Property No. 11; Tax Lot No. 12E28CB3203**

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 10, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of Parcel 1 of that tract of land as described by Quit Claim Deed to BAR-AM Limited Liability Company, recorded June 16, 1999 as Fee No. 99-061162, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 41.50 feet left of Existing Otty Road Centerline Station 1+75.00;

Thence easterly, in a straight line, to a point 41.50 feet left of Existing Otty Road Centerline Station 2+05.00 and the beginning of a 547.50 foot radius curve to the right, having a central angle of 1°27'47";

Thence southeasterly along the arc of said curve to the right (the long chord of which bears S88°25'46"E, 13.98 feet) 13.98 feet to a point 41.32 feet left of Existing Otty Road Centerline Station 2+18.98;

Thence easterly, in a straight line, to a point 39.89 feet left of Existing Otty Road Centerline Station 2+75.00;



EXCEPTING therefrom that portion lying within the existing right-of-way of Otty Road.

The parcel of land to which this description applies contains 546 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of Otty Road, being more particularly described as follows:

Beginning at a point on the Existing Centerline of Otty Road (William Otty Road, County Road No. 196) from which a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon, bears N 01°10'41" W, 1027.40 feet, said point being Existing Centerline Station 0+00.00 (also being Existing 82nd Avenue Centerline Station 368+16.76);

Thence S 89°09'39" E, along said Existing Centerline of Otty Road, 607.62 feet, as shown on SN22842, Clackamas County Survey Records, to the centerline intersection with Fuller Road (Price-Fuller Road, County Road No. 53), as shown on said survey and being Centerline Station 6+07.62 and the terminus of this description;

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lots 10 and 11, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of Parcel 1 of that tract of land as described by Quit Claim Deed to BAR-AM Limited Liability Company, recorded June 16, 1999 as Fee No. 99-061162, Clackamas County Deed Records, said parcel being that portion of said property lying westerly, and southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 155.00 feet left of Existing Otty Road Centerline Station 0+33.06;

Thence southerly, in a straight line, to a point 90.00 feet left of Existing Otty Road Centerline Station 0+35.35;

TOGETHER with that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 52.50 feet left of Existing Otty Road Centerline Station 1+75.00;

Thence easterly, in a straight line, to a point 52.50 feet left of Existing Otty Road Centerline Station 2+75.00;

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of 82nd Avenue.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Otty Road.

The parcel of land to which this description applies contains 776 square feet more or less.

The stationing used to described this parcel is based on the Existing Centerline of Otty Road described herein, being more particularly described in Parcel 1.

**Property No. 12; Tax Lot No. 12E28CB3000**

**PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)**

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lots 7, 8 and 9, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of that tract of land as described by Warranty Deed to Interstate Manufacturing Inc, an Oregon Corporation, recorded August 25, 1967 in Book 695, Page 874, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 41.17 feet left of Existing Otty Road Centerline Station 2+25.00;

Thence easterly, in a straight line, to a point 38.58 feet left of Existing Otty Road Centerline Station 3+26.35 and the beginning of a 547.50 foot radius curve to the right, having a central angle of 3°54'33";

Thence southeasterly along the arc of said curve to the right (the long chord of which bears S85°44'35"E, 37.35 feet) 37.36 feet to a point 36.35 feet left of Existing Otty Road Centerline Station 3+63.63;

Thence southeasterly, in a straight line, to a point on the existing north right-of-way line of Otty Road, said point being 20.00 feet left of Existing Otty Road Centerline Station 5+37.52;

Thence easterly along the said north right-of-way line of Otty Road, to a point 20.00 feet left of Existing Otty Road Centerline Station 5+64.76;

Thence leaving said north right-of-way line northeasterly, in a straight line, to a point 46.77 feet left of Existing Otty Road Centerline Station 6+00.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of Otty Road.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of Fuller Road.

The parcel of land to which this description applies contains 3,903 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of Otty Road, being more particularly described as follows:

Beginning at a point on the Existing Centerline of Otty Road (William Otty Road, County Road No. 196) from which a 3-1/4 inch bronze disk in monument well per U.S.B.T. Entry 2002-083, Clackamas County Survey Records, at the One-Quarter Section Corner common to Sections 29 and 28, T.1S, R.2E, W.M., Clackamas County, Oregon, bears N 01°10'41" W, 1027.40 feet, said point being Existing Centerline Station 0+00.00 (also being Existing 82nd Avenue Centerline Station 368+16.76);

Thence S 89°09'39" E, along said Existing Centerline of Otty Road, 607.62 feet, as shown on SN22842, Clackamas County Survey Records, to the centerline intersection with Fuller Road (Price-Fuller Road, County Road No. 53), as shown on said survey and being Centerline Station 6+07.62 and the terminus of this description;

This legal description, along with the Basis of Bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast one-quarter of said Section 29 was held to be S 01°10'41"E, as measured between the above-described East One-Quarter Section Corner and the Southeast corner of said Section 29.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northwest One-Quarter of the Southwest One-Quarter of Section 28, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lots 7, 8 and 9, Plat of "MARYLAND FRACTIONAL ACRES", Plat No. 494, Clackamas County Survey Records, also being a portion of that tract of land as described by Warranty Deed to Interstate Manufacturing Inc, an Oregon Corporation, recorded August 25, 1967 in Book 695, Page 874, Clackamas County Deed Records, said parcel being that portion of said property lying southerly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property;

Beginning at a point 52.50 feet left of Existing Otty Road Centerline Station 2+25.00;

Thence easterly, in a straight line, to a point 52.50 feet left of Existing Otty Road Centerline Station 2+49.52;

Thence southerly, in a straight line, to a point 42.12 feet left of Existing Otty Road Centerline Station 2+49.53;

Thence easterly, in a straight line, to a point 42.17 feet left of Existing Otty Road Centerline Station 3+93.35;

Thence northerly, in a straight line, to a point 85.60 feet left of Existing Otty Road Centerline Station 3+93.77;

Thence easterly, in a straight line, to a point 78.99 feet left of Existing Otty Road Centerline Station 5+09.15;

Thence northerly, in a straight line, to a point 94.87 feet left of Existing Otty Road Centerline Station 5+10.65;

Thence easterly, in a straight line, to a point 86.47 feet left of Existing Otty Road Centerline Station 6+00.00;

EXCEPTING therefrom that portion lying within the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the Existing right-of-way of Otty Road.

ALSO EXCEPTING therefrom that portion lying within the Existing right-of-way of Fuller Road.

The parcel of land to which this description applies contains 12,362 square feet more or less.

The stationing used to described this parcel is based on the Existing Centerline of Otty Road described herein, being more particularly described in Parcel 1.