



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

October 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division

Purpose/Outcomes	This is Amendment No. 2 to an Intergovernmental Agreement (IGA) between the State of Oregon, by and through the Oregon Department of Education Youth Development Division, and Clackamas County for Juvenile Crime Prevention Funding
Dollar Amount and Fiscal Impact	The maximum contract value for July 1, 2017-June 30, 2019 is \$411,672.00 The Maximum contract value for July 1, 2019-June 30, 2021 is \$473,340.00
Funding Source	State of Oregon
Duration	Effective July 1, 2019 through June 30, 2021
Previous Board Action	IGA for 2017-19 signed by the Board on 11/22/17 Agenda Item E.1 IGA for 2019-21 signed by the Board on 7/11/19 Agenda Item H.1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. The Juvenile Department and our community partners will share common goals for the prevention of youth committing crimes and the reformation of those who do. 2. 98% of youth ages 10-17 in Clackamas County do not become involved in the juvenile justice system. 3. Juvenile recidivism is 19% or lower. 4. Ensure safe, healthy and secure communities.
Counsel Review	Approved 9/29/2020
Contact Person	Ed Jones, Administrative Services Manager – 503-650-3169
Contract No.	11086

BACKGROUND:

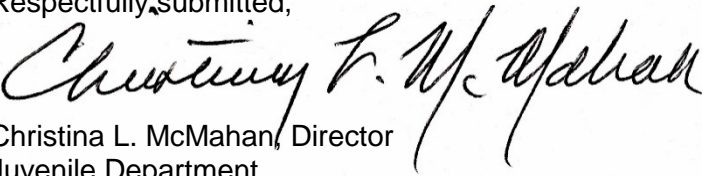
Attached Amendment No. 2 to IGA No. 11086. This amendment adds an additional \$20,500 of federal funding to the existing IGA to contract with consultants to work with a multi-disciplinary group of youth-serving and public safety agencies. This work will include conducting a

landscape survey to identify and inform training needs and the development of a training plan, on-site observations and interviews, review of policies, and recommendations of policies for best practices. The goal of this work is to achieve better outcomes for youth by creating greater capacity for developmentally appropriate, trauma-informed, and racially equitable interactions with justice-involved youth and youth who are at risk of justice system involvement.

RECOMMENDATION:

Staff recommends the Board approval of the Amendment No. 2 of the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in black ink, reading "Christina L. McMahan". The signature is written in a cursive style with a large, stylized initial "C".

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

Intergovernmental Agreement No. 11086

Amendment No. 2

This is Amendment No. 2 to Intergovernmental Agreement No. 11086 effective July 1, 2017, as amended from time to time (the “Agreement”) between the State of Oregon, acting by and through its Department of Education, Youth Development Division (“Agency”), and Clackamas County (“County”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing “Amendment Effective Date”).

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):

1. Section 3, “Effective Date and Duration” of the Agreement is hereby revised as follows:
 Upon signature by all applicable parties, this Agreement shall be effective on July 1, 2017. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021** ~~June 30, 2019~~.

2. Section 6, “Compensation and Payment Terms” of the Agreement is hereby revised as follows:

EXPENSE REIMBURSEMENT SUBJECT TO CAP

Agency shall reimburse County, up to but not in excess of **\$885,012.00** ~~\$864,512.00~~ consisting of an amount not to exceed \$411,672.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed **\$473,340.00** ~~\$452,840.00~~ for July 1, 2019 through June 30, 2021, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed.

3. Section 35, “Agreement Documents” of the Agreement is hereby revised as follows with the addition of Exhibit G and Exhibit H incorporated into the Agreement as required by federal funds:

Order of Precedence: This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

- Exhibit A General Definitions
- Exhibit B Funding Area Descriptions & Program Definitions
- Exhibit C Award
- Exhibit D Special Terms and Conditions
- Exhibit E Additional Terms and Conditions
- Exhibit F Approved Budget Distribution - JCP Plan

Exhibit G Federal Terms and Conditions

Exhibit H Federal Award Identification (Required by 2 CFR 200.331(a))

4. Exhibit C, “Award” of the Agreement is hereby amended as follows:

FUNDING YEARS	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
2017-2019	JCP Prevention	\$411,672.00		
2019-2021	JCP Prevention	\$452,840.00	\$20,500.00	

5. County represents and certifies that County has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

6. County shall comply with all federal laws applicable to the County and to the Goods or Services to be provided under the Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Agreement, County has no financial or other interest in the outcome of the project.
7. County certifies, in accordance with ORS 279A.112, that County has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, County shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the County's policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

STATE OF OREGON acting by and through its Department of Education

Karen L Hull, Procurement and Contract Specialist

Date

Clackamas County

Authorized Signature

Date

Printed Name

Title

Approved for Legal Sufficiency in accordance with ORS 291.047 – Not applicable

**EXHIBIT G
FEDERAL TERMS AND CONDITIONS**

1. FEDERAL FUNDS

1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments will will not be made in whole or in part with federal funds.

1.2. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency has determined:

Grantee is a subrecipient Grantee is a contractor Not applicable

1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 16.541 Juvenile Justice and Delinquency Prevention Allocation to States

2. FEDERAL PROVISIONS

2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.

2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.

2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.

2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

In accordance with Appendix II to 2 CFR Part 200 – Grantee is subject to the following provisions, as applicable.

For purposes of these provisions, the following definitions apply:

“Contract” means this Grant or any contract or subgrant funded by this Grant.

“Contractor” and **“Subrecipient”** and **“Non-Federal entity”** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity

clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials:

https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=92b159d8a4db712007ed9d36214ee0ec&mc=true&n=pt2.1.200&r=PART&ty=HTML#se2.1.200_1322.

(K) Audits.

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(L) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

EXHIBIT H
FEDERAL AWARD IDENTIFICATION
(Required by 2 CFR 200.331(a))

1. Grantee Name: <i>(must match DUNS registration)</i>	Clackamas County
2. Grantee's DUNS:	809790264
3. Grant period of performance start and end dates: <i>(the Grant's Performance Period)</i>	Start: 10/01/2017 End: 09/30/2020
4. Total amount of federal funds obligated by this Grant:	\$20,500.00
5. Total amount of federal funds obligated to Grantee by Agency: <i>(all federal funds, including this Grant, obligated to Grantee during the current state fiscal year (July 1 to June 30))</i>	Not available
Pass-through entity	
(a) Name of pass-through entity:	Oregon Department of Education
(b) Contact information for awarding official of the pass-through entity:	Lillie Gray, Lillie.Gray@ode.state.or.us
Federal award	
(c) Federal Award Identification Number (FAIN):	2017-JF-FX-0053
(d) Federal award date:	09/20/2017
(e) Total amount of federal award committed to the Grantee by the pass-through entity:	\$20,500.00
(f) Federal awarding agency:	U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention
(g) Federal award project description:	OJJDP - Part B Formula award to State
(h) CFDA number and name	16.541 - Juvenile Justice and Delinquency Prevention Allocation to States
CFDA Amount:	Not available
(i) Indirect cost rate:	"Federally-negotiated rate at the time the cost was incurred"
(j) Is award research and development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No