

Draft

Approval of Previous Business Meeting

Minutes:

July 15, 2021

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, July 15, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Mark Shull

**EXCUSED:** Commissioner Martha Schrader

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Daniel Nibour spoke about the wildfires

**~Board Discussion~**

**Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority Board for the consent agenda. (Gavel)**

- I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>
1. Approval of Resolution No 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex. Estimated cost of \$600,000 through HUD Section 18. No County General Funds are involved.
  2. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund.
  3. Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for a Case Manager for Housing our Families Program. Adds \$36,690 for a total contract of \$110,070 over a period of one year and six months. Funded through HACC Local Project Funds. No County General Funds are involved.

Read Consent Agenda

Commissioner Shull: I move for approval of the content agenda.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: I will now announce the Board will adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the next few items. (Gavel)**

**II. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

**1. Second Reading of Board Order Planning for Summer Congestion Around Barton and Carver Parks (Scott Ciecko, County Counsel)**

**Opened Public Hearing**

**No public comment**

**Closed Public Comment**

Commissioner Fischer: I move we read the Ordinance by title only.

Commissioner Schull: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

Clerk read item by title only

Commissioner Fischer: I move we approve Ordinance No 03-2021 amending Appendix B, Fines, of the Clackamas County Code and declaring an emergency.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 4-0

**2. Second Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)**

**~Board Discussion~**

SF would like to amend the item right now

**~Board Discussion~**

**Opened Public Hearing**

**In Person:**

1. Hal Hallmark – Milwaukie – Second Hand Dealer Ordinance

**Zoom:**

1. Josh Hamblin - Clackamas County - CCSO proposed change to require 2nd hand dealers to take photographs of each item of regulated property to leads online.

**Closed Public Comment**

**~Board Discussion~**

Commissioner Fischer: I move we postpone this to a 3<sup>rd</sup> reading on July 29<sup>th</sup> at 10:00 AM.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye.–the motion carries 4-0

**III. CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>**

**A. Health, Housing and Human Services**

1. Approval of Interagency Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$156,647, funded through Social Services agreements with Oregon Department of Human Services and transportation agreements with TriMet and Ride Connection, Inc. No County General Funds are involved. – SS
2. Approval of Intergovernmental Agreement #159475, Amendment 03 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provisio of the Oregon Money Management Program in Clackamas County. \$650,832.49 funded through State General Funds, designated for the Oregon Money Management Program. No County General Funds are involved. - SS
3. Approval of Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$118,410, funded through the Oregon Department of Human Services, Older American Act. No County General Funds are involved. - SS
4. Approval of Intergovernmental Subrecipient Agreement with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents. Maximum agreement of \$81,197 funded through Community Development Block Grant and Older American Act. No County General Funds are involved. - SS
5. Approval of Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$56,058 funded through Older American Act and Ride Connection pass-through funds. No County General Funds are involved. - SS
6. Approval of Intergovernmental Subrecipient Agreement with Senior Citizen Council of Clackamas County to Provide Social Services for Residents of Clackamas County. Maximum agreement of \$160,784 funded through Older American Act and General Funds. - SS
7. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund. - Admin
8. Approval of the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Maximum contract of \$2,799,273 funded through the State of Oregon. No County General Funds are involved. - PH
9. Approval for an Intergovernmental Agreement with Sandy Fire District for Medical Direction. Maximum contract of \$7,350 funded through Emergency Medical Services Coordination. No County General Funds are involved. PH
10. Approval of a Local Subrecipient Grant Agreement #2 with Metropolitan Family Services to Continue to Provide Kindergarten Readiness Partnership and Innovation Services. Amendment adds \$35,423 for a maximum value of \$168,718 and it is funded through the Oregon Department of Education and Oregon State University Success Act Funds. No County General Funds are involved. - CFCC
11. Approval of a Subrecipient Grant Amendment #3 with Oregon City Together for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC
12. Approval of a Subrecipient Grant Amendment #3 with Oregon Impact for Youth Marijuana and Substance Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC

13. Approval of a Cooperation Agreement between Clackamas County and Next Steps Strategies, Incorporated, for Acquisition of Property. Clackamas County will cover \$240,000 through Community Development Block Grants and Next Steps will cover \$170,000 for a total purchase price of \$410,000. No County General Funds are involved. – CD
14. Approval of Amendment #03 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention Services, and Problem Gambling Programs. Amendment adds \$340,347 for a maximum of \$9,086,559.18, funded through Oregon Health Authority. No County General Funds are involved. – BH
15. Approval of an Amendment #2 with Do Good Multnomah to Extend Veterans Village Services. \$315,009 funded through County General Funds.

**B. Department of Transportation and Development**

1. A Board Order Adopting the Vacation of a Portion of Johnson Rd, Co. Rd No. 1374. Application and processing fee received into Road Fund.
2. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Canby Ferry ITS Project and Authorizing Good Faith Negotiations and Condemnation Actions. right of way budget for the project is estimated to be \$63,000.00, Project Total \$889,024.00, County Road Fund and Federal Ferry Boat Discretionary Funds

**C. Business and Community Services**

1. Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to Extend Time to Transfer Properties to a Local Park District upon its Formation. This extension will not have a financial impact. No County General Funds are involved.

Commissioner Shull: I move we postpone this to a 3rd reading on July 29th at 10:00 AM.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will recess as Board of County Commissioners and - convene as the Board of Water Environment Services for the consent agenda**

**IV. WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

1. Approval to Terminating an Agreement with Park Place Development, Inc., Park Place Development, Inc., and Water Environment Services.

Commissioner Savas: I move for Approval of the Water Environment Services consent agenda.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 4-0

**V. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

Opened Public Hearing

**In Person:**

- 1. Les Poole – Gladstone – Emergency Services and Wildfires, Commissioner Fischer and campaign funding;

**~Board Discussion~**

**Zoom:**

- 1. Cris Waller – Milwaukie - Poverty in Clackamas County
- 2. Bill Wehr - Damascus – Public Policy and resolution;
- 3. Christine Kennedy – Lake Oswego - Covid vaccination rates in Clackamas County
- 4. Loretta Callahan – Oak Grove – Commissioner Shull’s Liaison Assignments – Did not appear

Closed Public Hearing

**VI. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 7-12-2021 Request for Ratification by the BCC At the 7-15-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed a contract on your behalf on Friday, July 9, 2021. It is for Disaster Management. It is a Memorandum of Agreement, facility use agreement, between Clackamas County and Theophilus Church in Milwaukie to provide COVID-19 indoor vaccination clinics. There is no monetary value other than the County will pay for an expenses to ensure facilities are returned to pre-use conditions. If so, CARES Act funding will be used. No General Funds are involved.

Commissioner Savas: I move to ratify.  
 Commissioner Shull: Second  
 Clerk called the Poll  
 Commissioner Fischer: Aye.  
 Commissioner Shull: Aye.  
 Commissioner Savas: Aye.  
 Chair Smith: Aye.–the motion carries 4-0

**VII. COMMISSIONERS COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

**Adjourned 11:20 AM**



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

July 20<sup>th</sup>, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

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

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

## BACKGROUND:

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

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

Angela Brandenburg  
Sheriff

## **INTERGOVERNMENTAL AGREEMENT**

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

**and**

**DEPARTMENT OF HOMELAND SECURITY-SEATTLE FIELD OFFICE**

**For Use of Public Safety Training Center - Bowman Training Complex**

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

### **RECITALS**

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

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

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

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



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

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

- 1. Term:** this Agreement shall remain in effect until June 30<sup>th</sup> , 2026 or until terminated by one or more of the parties hereto.
  
- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.
  
- 3. Consideration:** Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.
  
- 4. County/CCSO Responsibilities:** County agrees to the following:
  - a. County shall provide secure facility to conduct law enforcement training.
  - b. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
    - i. CCSO must make their Health and Safety inspections available to Agency for review upon written request.
  - c. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
  - d. CCSO will provide space for Agency to conduct training of its employees that may consist of 4 or 8 consecutive hours, Monday thru Friday between the hours of 7:00AM - 8:00 PM.
  
- 5. Agency Responsibilities:**
  - a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
  - b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
  - c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.

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

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

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

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

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

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

**IGA Between Clackamas County and Seattle, Portland Office, Cont'd**  
**13. Express Assumption of Risk.**

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

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

### **14. Liability.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**22. No Third-Party Beneficiaries.** County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

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

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

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

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



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

**Clackamas County**

**Department of Homeland Security**

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

\_\_\_\_\_  
By: **Natasha Nguyen** Date \_\_\_\_\_  
Title: **Contracting Officer**

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



**John D. Wentworth, Clackamas County District Attorney**

807 Main Street, Oregon City, Oregon 97045  
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

July 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for  
2021-2023 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant for Prosecutor  
Based Victim Program Grant

<b>Purpose/Outcomes</b>	The purpose of this non-competitive grant is to maintain advocacy services mandated by the Oregon Victim Rights laws to all victims of all crimes through the VOCA Non-Competitive and Criminal Fines Account Grants.
<b>Dollar Amount and Fiscal Impact</b>	<ol style="list-style-type: none"> <li>1. 2021-2023 VOCA Non-Competitive Program October 1, 2021 – September 30, 2023: \$1,023,466.00</li> <li>2. 2019-2021 CFA Non-Competitive Program October 1, 2021 – September 30, 2023: \$369,136.00</li> </ol> <p><i>* Above two Grants applied with one application through Oregon DOJ.</i> Grant revenue will be used to continue funding the Personnel Service costs for 7.72 FTE Victim Advocates. The VOCA NC grant requires a 25% in-kind match of \$255,866.50 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. Beginning in 2015 the Oregon Department of Justice (DOJ) Crime Victim Services Division has combined the VOCA-NC and CFA into one grant application.
<b>Duration</b>	Effective October 1, 2021 - September 30, 2023
<b>Previous Board Action/Review</b>	The Clackamas County Board of County Commissioners previously approved the VOCA/CFA-2019-ClackamasCo.DAVAP-00008 (Agenda Item #B.2) on January 30, 2020.
<b>Strategic Plan Alignment</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>Contact Person</b>	Carrie Walker, 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:**

Staff recommends the Board approval of this request to apply for the 2019-21 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant.

Respectfully Submitted,



John D. Wentworth  
District Attorney

# Financial Assistance Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department & Fund: \_\_\_\_\_

Application for: Subrecipient Assistance    Direct Assistance  
Grant Renewal?    Yes    No

**If renewal, complete sections 1, 2, & 4 only  
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: \_\_\_\_\_

Funding Source:    Federal    State    Local

Requestor Information (Name of staff person initiating form): \_\_\_\_\_

Requestor Contact Information: \_\_\_\_\_

Department Fiscal Representative: \_\_\_\_\_

Program Name or Number (please specify): \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

Name of Funding Agency: \_\_\_\_\_

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

### OR

Application Packet Attached:    Yes    No

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

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

**Mission/Purpose:**

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

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

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

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

**Organizational Capacity:**

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

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

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

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

**Collaboration**

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

**Reporting Requirements**

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

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

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

**Fiscal**

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

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

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

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

Program Approval:

Name (Typed/Printed)	Date	Signature
<b>** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **</b>		
<b>**ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.**</b>		

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Name (Typed/Printed)	Date	Signature

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

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

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