

Draft

Approval of Previous Business Meeting  
Minutes:  
December 2, 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, December 2, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Martha Schrader  
Commissioner Mark Shull  
Commissioner Paul Savas

**EXCUSED:** Commissioner Sonya Fischer

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID-19 Updates**

~Board Discussion~

***Recess as the Board of County Commissioners and convene as the Housing Authority***

## **I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

- A. Approval of a HACC Resolution No. 1958 delegating an authorized representative(s) to act on behalf of the Housing Authority of Clackamas County to finalize the Regional Affordable Housing Bond and the Project-Based Voucher Contract for the Good Shepherd Village development in Happy Valley. Funding sources for this development include Regional Affordable Housing Bond funds and Section 8 Project Based Vouchers. No County General Funds are Involved.
- B. Approval of HACC Resolution No. 1959 delegating an authorized representative(s) to act on behalf of the Housing Authority of Clackamas County to finalize the Regional Affordable Housing Bond Loan and the Section 8 Project-Based Voucher Contract for the Maple Apartments development in Oregon City. Funding sources for this development include Regional Affordable Housing Bond funds and Section 8 Project Based Vouchers. No County General Funds are Involved.

Commissioner Savas: I move for approval of the consent agenda

Commissioner Shull: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

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

***Adjourn as the Housing Authority Board and reconvene as the Board of County Commissioners***

## **II. PREVIOUSLY APPROVED LAND USE ISSUE** <https://www.clackamas.us/meetings/bcc/business>

- A. Adoption of Previously Approved Comprehensive Plan and Zoning and Development Ordinance Amendments ZDO-277 – Phase 1: Land Use Housing Strategies Project, Comprehensive Plan and Zoning and Development Ordinance Amendments. (Nate Boderman, County Counsel)

~Board Discussion~

Commissioner Shull: I move to have the Clerk read the ordinance by title only.  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Aye  
Chair Smith: Aye.–the motion carries 4-0

Chair Smith read by title only

Commissioner Shull: I move to approve the ordinance.  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Ney  
Chair Smith: Aye.–the motion carries 3-1

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

#### **A. ELECTED OFFICIALS**

- i. Approval of Previous Business Meeting Minutes.

#### **B. HEALTH, HOUSING, & HUMAN SERVICES**

- i. Approval of an International Agreement with Multnomah County for Psychiatric Consultation Service. Maximum agreement value shall not exceed \$14,700. Funding through Community Mental Health Program (CMHP) and Oregon Health Plan (OHP) funds. No County General Funds are Involved. – Behavioral Health
- ii. Approval of a Contract with Lines for Life for Crisis and Support Line Services. Maximum Contract value of \$389,967 provided through the State of Oregon, Oregon Health Plan funds. No County General Funds are Involved. – Behavioral Health
- iii. Approval of a Local Subrecipient Grant Agreement for Todos Juntos to provide Family Resource Coordinators in Clackamas County Agreement is \$149,119 funded through Oregon Early Learning Division and Clackamas County General Fund. – Children, Family & Community Connections
- iv. Approval of an Intergovernmental Agreement with the City of Gladstone Grant funds of \$90,000 through Community Development Block Grant. No County General Funds are Involved. - Community Development
- v. Approval of a Revenue Grant Agreement from the Oregon Department of Education Youth Development Division to fund PreventNet Community School Sites in Rural Clackamas County Grant Agreement has a value of \$200,000. No County General funds are Involved. - Children, Family & Community Connections
- vi. Approval to Apply to the Fiscal Year 2022 Health Center Program Budget Period Progress Report (BPR) Non-Competing Continuation (NCC) with Health Resources and Services Administration (HRSA) for Health Center Program (H80) awardees. Award amount will be up to \$2,521,317. Funding is through HRSA. No General County Funds are Involved. – Health Centers

#### **C. JUVENILE**

- i. Approval of Amendment No. 1 to the Intergovernmental Agreement No. 167781 with Oregon Health Authority for Behavioral Rehabilitation Services Reimbursements. Maximum contract value is \$44,935, funded through the Oregon Health Authority. No County General Funds are Involved.

- ii. Approval of Intergovernmental Agreement #14719 with the State of Oregon acting by and through its Oregon Youth Authority to Provide Funding for Individualized Services. Maximum contract value is \$76,163 funded through the State of Oregon. No County General Funds are Involved.

**D. DISASTER MANAGEMENT**

- i. Approval of Amendment #3 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic. The amendment would increase the contract by \$5,100,000 bringing the maximum value to \$7,100,000. Reimbursement for these expenses are covered by Public Health ARPA and FEMA funds.
- ii. Approval to Apply for FEMA Flood Mitigation Assistance Program Funds to Acquire and Demolish a Severe Repetitive Loss Residential Property. Project cost is estimated at \$543,391. General Funds will initially be used with 100% reimbursement submitted monthly.

**E. HUMAN RESOURCES**

- i. Approval of Amendment #6 to the Administrative Services Agreement with Providence Health Plan for the County's Self-Funded Medical Benefits. Total estimated cost for the 2021 plan year is \$25,103,497.44. Funded through department, employee, and retiree contributions.

**F. ASSESSMENT AND TAXATION**

- i. Approval of Amendment #3 with Pictometry International Corporation for Oblique and Orthogonal Aerial Imagery to support integration of Geographical Information Systems data into the Computer Mass Appraisal System. This Amendment adds \$1,327,729 for a new total contract value of \$2,070,497.50. Funded through budgeted County General Funds.

**G. COUNTY ADMINISTRATION**

- i. Approval of a Funding Agreement between Clackamas County and Clackamas County Historical Society – Museum of the Oregon Territory. Total cost is \$100,000 funded through County General Funds.

**H. COMMUNITY CORRECTIONS**

- i. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Portland State University for the development of an assessment report that summarizes key priorities for an equity plan. Total cost is \$18,000 funded by the State of Oregon Criminal Justice Commission. No County General Funds are Involved.

**I. PUBLIC AND GOVERNMENT AFFAIRS**

- i. A Board Order Terminating the Cable Television Franchise Agreements for the use of the County Rights-of-Way with Reliance Connects (Cascade Access, LLC), DirectLink (Canby Telecom), Colton Tel (Colton Telephone Company), Clear Creek Communications (Clear Creek Mutual Telephone Company) and Government Camp Cable Inc. This will result in a total loss revenue of \$43,472. No County General Funds are Involved.

Commissioner Schrader: I move to approve the consent agenda.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

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

***Adjourn as the Board of County Commissioners and convene as the Water Environment Services.***

**IV. WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

- A. Approval of an Agreement between Water Environment Services and Portland General Electric for the First Supplement to the Agreement for Primary Voltage Alternate Electric Services under Schedule 83. Total cost is \$77,280 funded through WES Capital Improvement Funds. No County General Funds are Involved.

~Board Discussion~

Commissioner Schrader: I move to approve the consent agenda.

Commissioner Shull: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

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

***Recess as the Water Environment Services and reconvene as the Board of County Commissioners.***

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

**Opened Public Comment**

General Public Comment in Person:

1. Les Poole – Gladstone
2. Thelma Haggemiller – Oak Grove
3. Jerry Herman – Gladstone
4. Mark Elliott – Oak Grove

General Public Comment Zoom:

1. Elisabeth Goebel – Milwaukie
2. Angela Nyland – Boring
3. Cris Waller – Milwaukie
4. Ron Campbell – Milwaukie

**Meeting ended at 11:07 AM and room was evacuated**

5. Christine Kennedy – Lake Oswego (did not get to speak)

## **Funding Assistance for County Projects**

Dear Commissioners:

I am Jerry Herrmann and I work in assisting a number of nonprofits and of course operate Rivers of Life Center, who works with at-risk youth and young adults. We annually reach nearly 100 youth with most of the time a workforce of 10 or 15.

**I am aware of your continued interest in seeing Concord School become a “Community Place and Community Activity Showcase”**

When I was first asked to look at concept plans for a community library at that location and I had reviewed the footprint of the existing school and its grounds, it was apparent to me that a library activity there could be great, but even greater would be the opportunity for community to come together; have a community focus area; and importantly learn about the role of this region along highway 99E in Oregon Settlement, major farming efforts, the first nurseries for plant production and of course steamboats connections at Naeff Creek, Jennings Lodge, Risley Landing and others. This was the center of Northwest Commerce because it was located close by to the only major port in the Northwest, the Port of Milwaukie. (Seattle did not exist yet, Tacoma wasn't yet established and

only San Francisco – founded by explorer Sir Francis Drake was the only other West Coast Port. In order to assist nonprofits such as McLean House and Park – West Linn, The Gladstone Historical Society, Museum of the Oregon Territory and End of the Oregon Trail, I have found:

1. Each museum or attraction is there because of unique attributes.
2. Most of them cannot expect long-term government assistance – they must encourage and develop grantsmanship.
3. Grants and financial gifts mostly come to those entities that demonstrate a strong community commitment and involvement and importantly have projects that entice community interest.

**I understand that there are some funding challenges for the “Concord Library,” if it is not already referred to as Concord Community Center – *“where settlement began and communities came together”* it should be thought of as more than a library.**

**That facility should attract far more than just tax payer support. Foundations I and others work with, such as Oregon Community Foundation, Murdock Charitable Trust, The Nike Foundation and locally the Kinsman Foundation are just some of the examples of those who I believe would contribute to a center which celebrates settlement, the first ever agriculture and premier first businesses and industry in Oregon. Are you aware that Jansen knitting Mills got its start at the end of Concord where it joins River Road and the Willamette? Are you aware that the Port of Milwaukie was the outbound shipping location for produce, milled lumber and supplies for Seattle and San Francisco in the 1800s through early 1900s. All these factors play into a submittal to organizations and foundations I have suggested and I'm willing to help. I would love to interface with your parks director and see how we could get this project back on track. I do this as a donation, you can't pay me enough because I love to do it.**

**Your friend,**

**Jerry Herrmann**

**Rivers of Life Center**



November 24, 2021

TO: Clackamas County Board of Commissioners:  
Tootie Smith, Chair; Paul Savas, Vice Chair; Martha Schrader, Commissioner;  
Sonya Fischer, Commissioner; Mark Shull, Commissioner

CC: Gary Schmidt, Clackamas County Administrator

FROM: Ron Campbell, concerned citizen

SUBJECT: Comments for the Record RE the Concord Property and Library Planning Process

Thank you for this opportunity to submit comments for the record on the current status of the Concord project and related concerns over recent information regarding project budget constraints. My comments to you are from four perspectives: as a member of the Concord Property and Library Planning Task Force; as a founding member of The Concord Partnership; as an experienced long range planner; and as a concerned resident of Oak Lodge and of both interested special service districts, NCPRD and the Oak Lodge Library District.

My involvement in trying to save and repurpose the Concord property for public use dates back to early 2015, when the North Clackamas School District was preparing to dispose of the property following its closure as an elementary school. Local citizens speaking to the School Board about the importance of the property to both the history and future of this community, influenced their interim decision to retain ownership and maintain the property while the community explored alternatives for new ownership and future public use. If not for the School Board's willingness to listen to citizens' pleas to slow down and allow time for alternatives to be explored, the property would have been lost to private development, and the County and special districts would not have this opportunity to provide a long-needed new library, community center and park in this historic landmark setting.

A lot happened in the two years that followed. Recognition of the Concord property's historic significance was elevated with involvement of Restore Oregon and the State Historic Preservation Office; The Concord Partnership was founded to advocate for preservation and public use of the property and to study ideas for future public uses suggested by community members; and two advocacy groups were founded to advocate for a new library, with the Concord property being considered for its new location. By the end of those two years, negotiations for a property trade between NCPRD and the School District that began a year earlier reached agreement, putting the property under NCPRD ownership and setting the stage for the master planning process. Within the year that followed, 15 local community groups came together preparing to advocate for strong citizen participation in the upcoming planning process.

Fast forward to now. The work of the NCPRD-formed Task Force in guiding master plan development for the property over the past three years has been commendable; I say this based on my 30 years of experience in public sector planning. This is a committee of well-informed, well-educated and experienced adults with genuine interests in community betterment whom have devoted countless unpaid hours in the interest of making their community a better place to live. Most impressive to me about the work of the Task Force was their consensus on a preferred master plan alternative. Although the Task Force membership represented some widely differing views, the evaluation of alternatives

based on well-conceived review criteria crafted by the consulting design team resulted in 100% agreement on the chosen alternative, Option 2. The reason for complete consensus seemed clear: Option 2 stood out as the very best option, that took into consideration its features and how well they address important community needs and values identified through early public outreach to guide master plan development. These identified needs and values addressed far more than just community desires for various development features; they addressed factors such as accessibility, inclusivity, sustainable development, operational efficiencies and long term cost savings, and other related concerns as well. Unanimous support of the Task Force for Option 2 was guided by their commitment to addressing important community needs and values with personal preferences put aside.

The master planning process reached a major milestone with BCC approval of the Option 2 plan in early 2021. From all indications, the BCC's approval represented success in determining in concept, how the property will be developed, setting the stage for construction of long-needed community facilities. I've been impressed by the thoughtful design represented in the approved plan, and equally impressed by the process by which it was conceived. The process was conducted professionally with the help of the OPSIS architectural design team and their public involvement facilitators from JLA Public Involvement. Very sound planning and design principles, as well as careful attention to community needs and values, resulted in an exemplary plan supported by most of the public input as well as that of the Task Force. The needs of both interested service districts and their residents will be well-served by this plan, with spaces available for a wide range of activities and resources known to be of greatest need and interest. This is a plan for a well-designed, synergistic community complex, consisting primarily of a public library, community and recreation center and park, expected to serve as the heart of this community for generations to come.

Hearing from NCPRD staff just recently that assumptions by former staff regarding available funding for the Concord project were misguided came as a shock to the Task Force, having been repeatedly assured as the master plan took shape that adequate funding would be available. The County and NCPRD bear the burden of whatever misguided assumptions may have been made concerning funding. But the turnover among County and NCPRD staff, and how the new staff are now reacting, is equally troubling. New staff now responsible for carrying the project forward have made premature assumptions of their own on how to proceed, with all of the BCS and NCPRD management staff with thorough knowledge of the project now gone. With due respect to the qualifications and good intentions of new staff, their recommendations so far on how to proceed, preliminary as they may be, cause me to question whether they have enough background knowledge of this project to be making recommendations on the best way to move forward.

With the alleged funding issue only recently brought to light, this is not the time to make hasty decisions or assumptions. It's time to pause, involve those with background knowledge, recognize the public benefits of the project as well as costs, focus first on ways to shore up needed funding with an exhaustive search and assessment of possible funding packages, and avoid for now the urge to discard important features of the plan for the sole purpose of saving money. It would be a serious mistake to make changes that compromise the content, or the very purpose, of a master plan so carefully conceived and so wholeheartedly supported for the right reasons by the Task Force and the community and approved by the BCC. And apparently, new staff are not taking into consideration the long-term implications of any premature reactive actions likely to cause further damage to relations between this community and local government for years to come. It's time to think outside of the box instead of looking for a smaller box.

In summary, my own take on what should and should not happen next follows:

- Slow down. Follow the example of the NC School District (see paragraph 2) by considering, first, the needs of the community, and allow time for thorough assessment of alternatives for moving forward. The only time-sensitive aspect of this project is the commitment to build the Gladstone Library.
- Focus first on ways to shore up the funding, not just for the library, but for the rest of the project as well. Explore all potential funding sources thoroughly before considering changes to the plan to match a reduced budget.
- Provide complete and understandable information to the Task Force that explains the recent conclusions that full funding of the project is not possible at this time, especially regarding the funding sources considered and related dollar amounts and assumptions.
- Stick to the plan. Don't change the plan in ways that were not supported by the Task Force, the public and the well-thought-out review criteria used to evaluate plan alternatives.
- Implement a phased buildout of the plan only as needed following a thorough effort to find enough funding for complete buildout as originally planned. It is imperative that any plan for phased implementation be accompanied by firm commitments and accountability for completion of plan buildout.
- Listen to those who have been continually involved and have the most knowledge of the project. Listen to the Task Force, the former involved staff if possible, and the design team. And listen to Commissioner Savas, the only Commissioner continually involved from the beginning,
- Consider the consequences of making significant changes that contradict the community's chosen plan without a thorough effort to find a funding solution that supports the plan as is. We are all aware of this community's long-standing, deep mistrust of County government. None of us want this to continue, or become even worse, over a project that is so important to all of us.

Thank you for your sincere consideration of these comments. Please embrace this unique opportunity to do something great for our sadly-underserved community. The community is counting on you.

Respectfully,

Ron Campbell

**TESTIMONY – Thursday 2021.12.02**

**Good morning Chair Smith and Commissioners,**

**My name is Thelma Haggemiller. I am proud to be a 54-year involved resident of the unincorporated Oak Grove area of North Clackamas County and recognize the five of you as the equivalent of our Mayor and City Commissioners.**

**I closely monitor the governmental actions that affect our area. For many years I have attended the in-person and virtual North Clackamas Parks and Recreation District Advisory Committee (NCPRD-DAC) meetings and the Library Advisory Board meetings for both Gladstone and Concord as well as all the Concord Community Task Force meetings.**

**When the North Clackamas School District decided to surplus the Concord School, which my daughters had attended, I testified before the School Board asking that they keep the property in public hands by selling it to another County Service District. The rest is history as the NCPRD agreed to a property purchase. Step one completed.**

**In the next step two Community groups were formed: The Concord Partnership and the Oak Lodge Library Advocates. Each of these groups operated individually but with similar purposes – the future possible development and uses of the Concord Property. The Concord Partnership (an official 501C3 group) applied for and received a grant from Restore Oregon and had some rough architectural renderings done for potential future uses of the existing Concord school building.**

**The Oak Lodge Library Advocates visited most of the other Libraries around the county making note of the good features and the not so good features. When the Concord Community Task Force was formed many people from these two groups became members or, like me, attended the meetings and worked closely with the planners to come up with a design that encompassed as many of the good features as possible.**

**We knew, from the get-go, that to accomplish what we wanted for the Concord Property in both the Park Complex and the Library was going to require ‘outside money’ – basically grants from those entities that fund great projects like this one is. Examples:**

- 1. Rotary International which funded part of the wonderful all-abilities park in Redmond Oregon**
- 2. The Carnegie Foundation**
- 3. The Meier Memorial Trust**
- 4. The Oregon Community Trust**
- 5. Etc.**

**The Citizens are now telling you to SLOW DOWN and do this right on your end. Don’t spend our taxpayer money changing the design – spend it in search of that ‘outside money’. We will write the letters of support needed for the grants.**

**Thank you for listening to us. Now just don’t disappoint us by never following through because of a change in staff, management or Commissioners.**

Draft

Approval of Previous Business Meeting  
Minutes:  
December 9, 2021

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

**Thursday, December 2, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

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

**EXCUSED:**

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **COVID-19 Updates**

~Board Discussion~

***Recess as the Board of County Commissioners and convene as the Housing Authority***

### **I. HOUSING AUTHORITY CONSENT AGENDA**

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

- A. Approval of Board Order No. 1960 to write-off Uncollectible Accounts for the Second Quarter of Fiscal Year 2022. Total loss is \$2,329.70. No General Funds are involved.
- B. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.
- C. Approval to execute a construction contract with A-1 Quality Construction for on demand services for removing and replacing flooring in Public Housing units. Total maximum contract value is \$250,000 funded through HUD Federal Capitol Grant Funds. No County General Funds are involved

Commissioner Leenstra: I move for approval of the consent agenda

Commissioner Shull: Second

Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Schrader: Aye

Commissioner Fischer: Aye

Commissioner Savas: Aye

Commissioner Shull: Aye

Chair Smith: Aye.–the motion carries 6-0

***Adjourn as the Housing Authority Board and reconvene as the Board of County Commissioners***

### **II. \*\*BOARD DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>

#### **A. Disaster Management**

- i. Approval of Addendum #2 to Board Order #2020-71, extending the Emergency Declaration of Wildfire Debris until August 1, 2022. No County General Funds are involved.

Commissioner Shull: "I move for Approval of Addendum #2 to Board Order #2020-71 extending the Emergency Declaration of Wildfire Debris until August 1, 2022."

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.—the motion carries 5-0

~~**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.)~~

~~Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2021-2022.~~

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

#### A. **Elected Officials**

- i. Approval of Previous Business Meeting Minutes – BCC

#### B. **Health, Housing and Human Services**

- i. Approval of Amendment #02 to a Revenue Contract with Trillium Community Health Plan, Inc. for Certain Behavioral Health Services. Amendment adds \$192,000.00 for a new maximum value of \$942,000 funded through Oregon Health Plan funds. No County General Funds are involved.
- ii. Approval of a Contract with Cambridge Consultants for EMS System Planning Services. Maximum contract value is \$152,200 funded through EMS System Enhancement funds. No County General Funds are involved.
- iii. Approval of Intergovernmental Agreement with Sandy Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- iv. Approval of Intergovernmental Agreement with Molalla Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- v. Approval of Intergovernmental Agreement with Hoodland Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- vi. Approval of Intergovernmental Agreement with Clackamas Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.

- vii. Approval of Intergovernmental Agreement with Canby Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- viii. Approval of Amendment #1 to the Ground Lease between the Clackamas County Development Agency and Clackamas County for the property located at 16575 SE 115<sup>th</sup> Ave. for the continued site use for the Veterans Village Program. No County General Funds are involved.
- ix. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.

**C. Transportation and Development**

- i. Approval of a Contract with Hart Crowser, Inc. for the Transportation Earthquake Preparation and Response Plan Project. Maximum contract value is \$168,185 funded through County Road Funds. No County General Funds are involved.
- ii. Approval of a Board Order vacating a portion of an unnamed, non-maintained Local Access Road created in 1913 through “Sunshine Valley Orchard Tracts” northwesterly of Boring, Oregon. There is no financial impact.

**D. Finance Department**

- i. Approval of a Resolution for Extension and 4-H Service District Supplemental Budget (Less than Ten Percent) and Transfers for Fiscal Year 2021-2022. This supplemental budget increases appropriations by \$16,500 funded through interest income, no County General Funds are involved.
- ii. Approval of a Parking Lot Space Lease Agreement between Facilities Management and Edington Properties, LLC for the lease of nine (9) Courthouse staff parking spaces located at 713 Main Street, Oregon City. Funded through current allocations some of which are County General Funds.

**E. Administration**

- i. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and the City of Lake Oswego. The City of Lake Oswego is contributing \$30,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- ii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Portland General Electric (PGE). PGE is contributing \$45,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- iii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Oregon City. Oregon City is contributing \$8,000 in support of the contract Clackamas County approved with



the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

- iv. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Clackamas Community College. Clackamas Community College is contributing \$15,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

**F. Business and Community Services**

- i. Approval of Amendment #4 of the Memorandum of Understanding between Clackamas County Business and Community Services and Hoodland Women's Club. This Amendment extends the time to transfer properties from Clackamas County to a Local Park District upon its formation. No fiscal impact beyond ongoing operational and maintenance costs incurred by BCS while the land is under Clackamas County ownership.
- ii. Approval of Local Grant Agreement Amendment #6 with Micro Enterprise Services of Oregon (MESO) for provision of a small grants program in support of the local business community impacted by the COVID-19 pandemic. This amendment adds \$228,486 in CARES Act funding and \$22,614 State Lottery dollars. No County General Funds are involved.

**G. Disaster Management**

- i. Approval of Amendment #1 to Intergovernmental Agreement #34636 with Oregon Department of Transportation for Right-of-Way (ROW) Wildfire-Damaged Hazard Tree Removal. No County General Funds are involved.

Commissioner Shull: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

***Adjourn as the Board of County Commissioners and convene as the Development Agency.***

**IV. DEVELOPMENT AGENCY CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>**

- A. Approval of Amendment #1 to the Ground Lease between Clackamas County Development Agency and Clackamas County pertaining to property located at 16575 SE 115<sup>th</sup> Avenue for the continued site use for the Veterans Village Program. No County General Funds are involved.

Commissioner Savas: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye  
Commissioner Schrader: Aye  
Commissioner Savas: Aye  
Chair Smith: Aye.–the motion carries 5-0

***Recess as the Development Agency and reconvene as the Board of County Commissioners.***

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

**Opened Public Communication**

No on in person to testify

Via Zoom:

1. Paul Hanrahan – Milwaukie

**Closed Public Communication**

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

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

**Adjourned 6:55 PM**



# Clackamas County Sheriff's Office

**ANGELA BRANDENBURG**  
Sheriff

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Purchase for Body Cameras from Axon Enterprise  
for use by Clackamas County Sheriff's Office

<b>Purpose/Outcome</b>	Approval to purchase Body Cameras, Tasers, associated accessories, software services, and related training for the Sheriff's Office
<b>Dollar Amount and Fiscal Impact</b>	\$2,065,717.00
<b>Funding Source</b>	Sheriff's Office Budget - Levy
<b>Duration</b>	FY2022-2026
<b>Previous Board Action/Review</b>	Previous approved first purchase of Body Cameras for \$1,586,066.65, D.3 CCSO
<b>Strategic Plan Alignment</b>	Furtheres the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	12/13/2021 Counsel Initials: AN
<b>Procurement Review</b>	Was the project processed through Procurement? Yes.
<b>Contact Person</b>	Jenna Morrison, Chief Deputy 503.785.5022

## BACKGROUND:

The Clackamas County Sheriff's Office requests approval to enter into a 5-year agreement with Axon Enterprise to additional purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training. This technology will allow Sheriff's Office deputies to record audio and video when interacting with the public.

This five-year contract provides body worn cameras and accessories, video storage, cellular service, and all software needed to implement and maintain a body worn camera program. A comprehensive suite of Axon's software is included in this purchase to aide in the administration of the body worn camera (BWC) program including artificial intelligence-powered redaction and transcription tools. The Axon package is all-inclusive of hardware, software, and training aides and will not require additional investment from the County.

Axon is one of the largest providers of body worn cameras in the nation, making up 75% of the market share of BWCs in major US cities. Axon BWCs offer seamless integration with their Taser line of non-lethal weapons which are carried by our deputies. Axon cameras are currently used by other local and regional law enforcement partners including Tigard, Medford, Corvallis and Seattle police departments in addition to the Benton, Spokane, and LA County Sheriff's Departments. The overall cost of this contract is \$3,651,783.65.

**Procurement Process:**

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. A notice will be published upon signature of this staff report. Pending that advertisement, **this purchase will be made using Sourcewell contract #010720-AXN with AXON Enterprise, Inc.**

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this body cameras purchase.

Respectfully submitted,



Jenna Morrison  
Chief Deputy

Placed on the BCC Agenda \_\_\_\_\_ by the Procurement Division

Approval of purchase \_\_\_\_\_  
Chair

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

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

In the Matter of Approving  
Issuance of Purchase Order



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

**Whereas**, Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements permits Clackamas County to purchase goods and services using permissive cooperative contracts;

**Whereas**, Clackamas County Procurement intends to use permissive cooperative contract, for this purchase;

Whereas, Clackamas County Sheriff’s Department previously purchased AXON body cameras, tasers and associated accessories, software services, and related training. Through, Board Order D.3 CCSO, authorizing purchase utilizing Sourcewell Contract #010720-AXN;

**Whereas**, the Clackamas County Sheriff’s Department desires to purchase a 5-year agreement with Axon Enterprise to purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training, for total of \$2,065,717.00 through FY 2026;

**Whereas**, the Clackamas County Department of Finance requests authority to purchase the aforementioned equipment by issuance of a purchase order (“PO”);

**Whereas**, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

**NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:**

1. The requested purchase of the aforementioned equipment from Axon Enterprises in the amount of \$2,065,717.00 is hereby approved once the procurement process has been executed;
2. The Clackamas County Administrator is delegated limited authority to sign the AXON quote The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned equipment and services once the procurement process is complete

**[Signatures to Follow]**

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

In the Matter of Approving  
Issuance of Purchase Order



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**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

January 6, 2022

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of

Grant Agreement from the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention (CAMI) Program Services Total Grant Award is \$1,040,851.29 funding through the State of Oregon. These are pass Through funds. No County General Funds are involved.

<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>	<b>Total grant award: \$1,040,851.29; Carry Over from 20-21: \$23,394.61</b>		
	<b>Total Budget = \$1,064,245.89</b>		
	Expenditure Description	MDT Approved 2021-2022 Budget:	<b>Estimated</b> 2022-2023 Budget:
	Children’s Center	\$450,500.00	\$450,500.00
	RISK Outreach	\$30,000.00	\$30,000.00
	MDT Coordinator	\$32,000.00	\$33,000.00
	Training	\$30,710.00	\$6,576.00
Supplies	\$610.25	\$349.64	
	<b>Total</b>	<b>\$543,820.25</b>	<b>\$520,425.64</b>
<b>Funding Source</b>	State of Oregon, acting by and through OR Department of Justice, pass-through funds.		
<b>Duration</b>	Effective July 1, 2021 through June 30, 2023.		
<b>Previous Board Action/Review</b>	The Board approved the 2021-2023 MDT CAMI grant application on Nov 4, 2021, Item Number A.4.		
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities for children.		
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. Item is a State Pass-Through Grant.		
<b>Contact Person</b>	Bob Willson, Management Analyst 2 – District Attorney’s Office, 503-650-3011		

**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).



## John D. Wentworth, Clackamas County District Attorney

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807 Main Street, Oregon City, Oregon 97045  
P: 503.655.8431 | F: 503.650.8943 | [districtattorney@clackamas.us](mailto:districtattorney@clackamas.us)

### **RECOMMENDATION:**

I respectfully recommend that the Board approve the attached 2021-2023 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 D. Wentworth





**DEPARTMENT OF JUSTICE**  
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

**MEMORANDUM**

DATE: July 1, 2021

TO: 2021-2023 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator  
Crime Victim and Survivor Services Division

Attached is your agency's 2021-2023 Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement is signed, 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 then **change the application status in CVSSD E-Grants to "Agreement Accepted."** Please complete these steps as soon as possible.

Once the signed Grant Agreement with exhibits has been received by CVSSD, a copy of the document signed by both your authorized official and CVSSD 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 503-507-4990.



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

**INTERGOVERNMENTAL GRANT AGREEMENT  
CAMI-MDT-2021-CLACKAMASCO.DAVAP-00031**

**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 Clackamas County, acting by and through its District Attorney's Office (Grantee)  
2051 Kaen Rd.  
Oregon City, OR 97045  
Facsimile Number:

**PROJECT START DATE:** July 1, 2021

**GRANT AWARD PROVISIONS**

**SECTION 1  
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746<sup>1</sup>, 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. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2021.

Section 1.04. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, and

(a) The most current version of the CAMI Grant Management Handbook available at

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<sup>1</sup> 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>

- (b) 2021-2023 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Grantee's CAMI MDT 2021-2023 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 **\$1,040,851.28** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account, and the Oregon General Fund, to financially support and assist Grantee's implementation of the Grantee's Application submitted via E-Grants and 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, grantee may retain (and expend in accordance with this Agreement) up to **\$23,394.61** of 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 and Oregon General Fund 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 completed reports through EGrants as described in Section 5.05(b).
- (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 CVSSD E-Grants Modification Announcement found in CVSSD E-Grants; and
- (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. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

**Upload fully executed contract with Children's Center by 2/15/22.**

Section 2.06. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **June 30, 2023** (the "Availability Termination Date"). Grantor may not disburse any Grant money for expenses which Grantee incurs 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 **June 30, 2023**, 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 moneys is limited to those expenditures that are eligible under applicable federal and State of Oregon law, as necessary to conduct an activity or complete a project falling within a Service Area, as described in the CAMI Handbook. 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: 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 except as permitted by and in accordance with the procedures set forth through CVSSD E-Grants with regard to budget revisions.

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, to replace funds previously allocated by Grantee for child abuse intervention, or any other purpose not authorized by this Agreement.

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 retain and carry forward unexpended amounts of Grantee's 2021-2023 allocation to support and carry out obligations of this Grant Award. 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 the Project Start Date, 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 the Availability Termination Date described in Section 2.06 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. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult,

youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim 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.
- (b) 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.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
  - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
  - (ii) Disclosure from the Grantee’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
  - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs may not be released except under the following circumstances:
  - (i) The victim signs a release as provided below;
  - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
  - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
  - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum,

Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

- (ii) Grantee may not require consent to release of information as a condition of service.
- (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.
- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) 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.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law.
- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSSD E-Grant system at [www.cvssdegrants.com](http://www.cvssdegrants.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 CVSSD E-Grant system.
- (b) Semi-Annual Progress 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. 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 418.806 to 418.816 and 419B.022).

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 may 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 <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/> and incorporated herein.

Section 5.12. Movement of Funds. Grantee shall obtain prior approval from Grantor for:

- (a) For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
- (b) For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
- (c) Adding a budget category or line item that did not exist in the original budget; OR
- (d) Deleting an existing category.

**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 or state funds 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 Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.02.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. 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 Project, the expenditure of Grant money 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 as 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 6.05. 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 ODSVS awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money 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 (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. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. 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 CVSSD 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. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

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 ensure that all subcontractors comply 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. Grantee shall comply with procurement standards as defined in Section 5.07 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at [https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally\\_recommended\\_elements\\_of\\_Independent\\_Contractor\\_Agreement.pdf](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) 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. Insurance. Grantee shall obtain at Grantee'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. Grantee shall obtain the following insurance from self-insurance, 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. If requested by Grantor, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Grantor's representatives responsible for verification of the insurance coverages required under this Agreement.

- (a) Workers' Compensation. All employers, including Grantee, 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).
- (b) Comprehensive or Commercial General Liability Insurance.  
Grantee shall obtain and maintain in effect comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Project (including contractual liability coverage for the indemnity provided in this Agreement) on an occurrence basis.
- (c) Automobile Liability Insurance.  
If in the conduct and implementation of the Project, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect automobile liability insurance, including coverage for owned, hired or non-owned vehicles, as applicable.
- (d) Professional Liability Insurance.  
If in the conduct and implementation of the Project, Grantee provides professional advice or services, Grantee shall obtain and maintain professional liability insurance covering any damages

caused by an error, omission or any negligent acts related to the performance of any professional services to be provided under this Agreement.

- (e) Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to State of Oregon, Department of Justice, Crime Victim and Survivor Services Division.
- (f) "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, subcontractor shall 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 the later of (i) Grantee's completion and Grantor's acceptance of the Project, or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Grantee 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 Grantee 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. Grantee shall provide to Grantor, upon Grantor's request, certification of the coverage required under this section.
- (g) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit C, 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. Contribution. 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.

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 State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State 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 State 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (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 State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. 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.

Grantee shall take all reasonable steps to cause each of its contractors that is 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.

Section 7.09. 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 7.10. 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 7.11. 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 7.12. 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 7.13. 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 7.14. 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 7.15. 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 7.16. 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 Victim and Survivor Services Division

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

**AUTHORIZED AGENT FOR GRANTEE**

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

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

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

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

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

By: Shannon Sivell

Title: Director, Crime Victim and Survivor Services

Date: Approved by email 10/18/2021

## EXHIBIT A

### 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 make available 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.**