

# AGENDA

**Thursday, February 2, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-05

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the Clackamas County Government Channel 2016 Video Awards (Garrett Teague, Public & Government Affairs)

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

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

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

1. Approval of Amendment 2 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the operation of the Oregon Food Stamp Employment and Training Program (OFSET) – *Community Solutions*
2. Approval of an Intergovernmental Agreement between the Housing and Community Development Division and the North Clackamas School District for the Rex Putnam High School Health Center in Jennings Lodge – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with the City of Rivergrove for Engineering Services Performed by the Department of Transportation & Development

**C. Elected Officials**

1. Approval of Victims of Crime Act 2016-2019 VOCA Competitive Grant Award for the District Attorney's Office – DA
2. Request for Approval of an Amendment to the Intergovernmental Agreement between the City of Portland Bureau of Police and Clackamas County Sheriff's Office for The Regional Automated Property Information Database (RAPID) – CCSO

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

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



February 2, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation of Clackamas County Government Channel 2016 Video Awards**

<b>Purpose/Outcome</b>	Public and Government Affairs has been honored with several recent programming awards for Clackamas County Government Channel productions from numerous national organizations.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	1. Build public trust through good government
<b>Contact Person</b>	Garrett Teague, Video Communications Specialist, PGA 503-742-5904

**BACKGROUND**

Over the past year, the Clackamas County Government Channel (CCGC) has been honored with multiple awards from the National Association of Telecommunications Officers and Advisors (NATOA) and the Telly Awards.

NATOA awards recognize excellence in broadcast, cable, multimedia and electronic programming produced by local government agencies. Telly Awards honor the best in television and cable, digital and streaming, and non-broadcast productions.

These programming competitions are highly competitive, with entries accepted from throughout the United States and overseas. Since its inception, CCGC has won 268 awards for its programming. Last year, the county received:

**NATOA Government Programming Awards**

- 2<sup>nd</sup> Place Overall Programming Excellence
- 1st Place “Inside Clackamas County” – Magazine Series
- 1st Place “The Science Behind Keeping Clackamas County Roads Safe” – Public Service Announcement
- 2nd Place “Drive to Zero PSAs” – Promotional Video Campaign
- 3rd Place “BCC Meeting from September 24th” – Public/Community Meetings
- 3rd Place “Bigfoot vs. Unipiper” – Lighting
- Honorable Mention “Stake Your Claim” Promotion of a City/County
- Honorable Mention “The Bull Run Hydroelectric Project” Documentary

Telly Awards

- Bronze Winner “Drive to Zero PSAs” – Local TV & Cable Promotional Campaign

**RECOMMENDATION**

Staff recommends the Board receive this presentation on programming excellence honoring Public and Government Affairs productions.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

February 2, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment 2 to the Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the operation of the Oregon Food Stamp Employment and Training Program (OFSET)

<b>Purpose/Outcomes</b>	To continue operating the OFSET Oregon Food Stamp Employment and Training Program.
<b>Dollar Amount and Fiscal Impact</b>	This amendment provides an additional \$526,106 in revenue for a new agreement total of \$809,307. This increase includes adding 2.0 FTE Employment & Training Specialists and 2.0 FTE Program Aide 1 positions to the division budget.
<b>Funding Source</b>	State of Oregon. No County General Funds are involved.
<b>Duration</b>	Effective October 1, 2016 and terminates on November 15, 2019. Funding listed is for one year and is renewable for two additional years.
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on October 25, 2012 - agenda item #102512-A5
<b>Contact Person</b>	Lori Mack, 503-655-8843
<b>Contract No.</b>	CSCC 6958

**BACKGROUND:**

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement (IGA) with the State of Oregon, Department of Human Services for the continued responsibility of service management to referred clientele. The amendment requirements include conducting a weekly job search information session, monitoring clients work search, issuance of support services, and staffing the career center to assist adult clients receiving SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps) with employment placement.

This IGA is retroactive as the agreement was not received from the State in time to process before the effective date. This contract has been reviewed and approved by County Counsel on October 15, 2012.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



Agreement Number 146952

**REINSTATEMENT AND AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Reinstatement and Amendment number 02 to Agreement Number 146952 is made and entered into as of the date of the last signature below by and between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County**  
**Acting by and through its Community Solutions for Clackamas County**  
**112 11<sup>th</sup> Street**  
**Oregon City, OR 97045**  
**Telephone: (503) 655-8843**  
**Facsimile: (503) 655-8841**  
**E-mail address: [lorimac@co.clackamas.or.us](mailto:lorimac@co.clackamas.or.us)**

hereinafter referred to as "County."

**RECITALS**

WHEREAS, DHS and County entered into that certain Agreement number 146952 effective on October 1, 2014 incorporated herein by this reference (the Agreement);

WHEREAS, DHS and County intended to amend the Agreement to extend its effectiveness through November 15, 2019;

WHEREAS, the proposed Amendment number 02 to extend the effectiveness of the Agreement and otherwise modify it was not executed by the parties prior to the Agreement's expiration date;

WHEREAS, the Agreement expired on November 15, 2016 in accordance with its terms; and

WHEREAS, DHS and County desire to reinstate the Agreement in its entirety as of November 15, 2016, and to amend the Agreement (once reinstated) to extend its effectiveness through November 15, 2019, as set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### AMENDMENT

1. **Reinstatement.** DHS and County hereby reinstate the Agreement in its entirety as of November 15, 2016 and agree that the Agreement was and is in full force and effect from its effective date through the date of this Reinstatement and Amendment. DHS and County further agree that, upon the amendment of Section 1. "Effective Date and Duration" of the Agreement pursuant to paragraph 2 below, the Agreement was, is and will be in full force and effect from the effective date through the expiration date set forth in Section 1. "Effective Date and Duration", as amended, subject to the termination provisions otherwise set forth in the Agreement.
2. The Agreement is hereby amended as follows:
  - a. Section 1. "Effective Date and Duration" to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

This Agreement shall become effective on **October 1, 2014**, regardless of the date it has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~November 15, 2016~~ **November 15, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
  - b. Section 3. "Consideration" subsection a. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$283,201.00~~ **\$809,307.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
  - c. Section 4. "Vendor or Sub-Recipient Determination" to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient; OR  County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: ~~10.560~~ **10.561**
  - d. **EXHIBIT A, Part 1 Statement of Work, Section 2, subsection e.**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

e. Conciliation and Referral for Disqualification Determination

- (1) ~~Conciliation is an opportunity for the OFSET client to provide information establishing good cause for failure to meet OFSET requirements before a disqualification is applied. This process also helps OFSET clients resolve disputes and misunderstandings concerning the OFSET work requirements. The County shall refer to DHS any OFSET client needing Conciliation.~~

**Conciliation is an opportunity for the OFSET client to provide information establishing good cause for failure to meet OFSET requirements before a disqualification is applied. This process also helps OFSET clients resolve disputes and misunderstandings concerning OFSET work requirements. County and the local DHS management will develop a conciliation and referral process together. This conciliation and referral process will include communicating why the conciliation is required and information known or discovered which may be necessary to determine good cause for not cooperating with the plan.**

- (2) ~~OFSET clients are not required to cooperate with the conciliation process. If they do not respond to the conciliation request, the OFSET client is automatically referred to the DHS SNAP Program Eligibility Worker for disqualification procedures. The County needs to explain to the OFSET client that a refusal to provide information related to non-cooperation will result in a determination of no good cause.~~
- (3) DHS has the sole responsibility for determining and applying a disqualification.
- (4) ~~When an OFSET client is not cooperating with their OFSET plan, the County shall adhere to the following procedures:~~
- (a) ~~County shall discuss the situation, in person or over the phone with the OFSET client to discover the reason for the non-cooperation.~~
  - (b) ~~County shall decide if the explanation meets one of the good cause reasons listed in this section g below. County shall obtain proof if explanation is deemed questionable.~~
  - (c) ~~County shall refer the OFSET client to the DHS SNAP Eligibility Worker using the DHS Disqualification Referral form (or mutually acceptable local alternative) if the explanation does not meet one of the good cause requirements. The DHS Eligibility Worker will make the final decision regarding good cause, a change in exemption from mandatory to exempt and whether a disqualification is appropriate.~~



- e. **EXHIBIT A, Part 1 Statement of Work, Section 7, subsection a., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- a. In the performance of the Work required under this Agreement, County shall strive to attain the targeted number of OFSET clients served, in accordance with the approved criteria.
- (1) For the period October 1, 2014 – September 30, 2015: 774 clients to be served.
  - (2) For the period October 1, 2015 – September 30, 2015: 1,320 clients to be served.
  - (3) For the period October 1, 2016 – September 30, 2017: 800 clients to be served.
- f. **EXHIBIT A, Part 1 Statement of Work, Section 7, subsection c., to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- c. In the provision of Work required under this Agreement, County shall report all known OFSET client placements, in accordance with the job placement criteria in Section 6, "Performance Reporting." County shall strive to attain the targeted number of OFSET client placements.
- (1) For the period October 1, 2014 - September 30, 2015: 99 client placements.
  - (2) For the period October 1, 2015 – September 30, 2016: 456 client placements.
  - (3) For the period October 1, 2016 – September 30, 2017: 150 client placements.
- g. **EXHIBIT A, Part 2 Payment and Financial Reporting, Section 1 Payment Provisions to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.**
- a. County shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3, "Consideration", and the amount assigned for the Budget Category for the Service year as specified below:
- FFY15 – Beginning October 1, 2014 and ending September 30, 2015**
- | <u>Budget Category</u>                                     | <u>Amount</u> |
|--|---------------|
| Program  | \$64,797.00   |
| Administrative   | \$7,200.00    |
| Subtotal   | \$71,997.00   |
| Support Services   | \$81,399.00   |
| (Line item totals cannot exceed the amounts listed above.) |               |
| Total Budget   | \$153,396.00  |

**FFY16 – Beginning October 1, 2015 and ending September 30, 2016**

<u>Budget Category</u>	<u>Amount</u>
Program	\$80,836.00
Administrative	\$7,000.00
Subtotal	\$87,836.00
Support Services	\$41,969.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$129,805.00

**FFY17 – Beginning October 1, 2016 and ending September 30, 2017**

<u>Budget Category</u>	<u>Amount</u>
Program	\$413,946.00
Administrative	\$45,994.00
Subtotal	\$459,940.00
Support Services	\$66,166.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$526,106.00

County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

- b. The quarterly County invoice shall be accompanied by the “SNAP Employment and Training Billing Form” Exhibit E Part 1 included as part of this Agreement, and shall contain detailed, accurate and timely information summarizing County Services provided to DHS OFSET clients during the quarter for which County is submitting the quarterly billing invoice. The quarterly County Service report shall provide the information on the number of DHS clients served by County during the course of the Service quarter. At the request of DHS, County shall provide a monthly breakdown of its quarterly invoice.

<u>Service Quarter</u>	<u>Billing for services rendered in the following months:</u>	<u>Invoices due no later than:</u>	<u>Quarterly Report due by:</u>
<u>First Quarter</u>	<u>October, November, &amp; December 2016</u>	<u>1/30/2017</u>	<u>2/13/2017</u>
<u>Second Quarter</u>	<u>January, February, &amp; March 2017</u>	<u>4/30/2017</u>	<u>5/15/2017</u>
<u>Third Quarter</u>	<u>April, May, &amp; June 2017</u>	<u>7/30/2017</u>	<u>8/14/2017</u>
<u>Fourth Quarter</u>	<u>July, August, &amp; September 2017</u>	<u>11/13/2017</u>	<u>11/21/2017</u>

- c. A list of Support Service payments will be maintained by County, supporting the actual cost reimbursement information for the Support Service section of the billing form. The information will include the client name, type of payment, and amount.

d. Invoices shall be submitted within 30 days after the end of the Service quarter. For the final or fourth invoice of the fiscal period, the quarterly invoice must be submitted within 45 calendar days.

e. Administrative Costs

Under this Agreement, the County's general organizational administrative costs are allowable and may include such indirect as: fiscal agent or controller costs; staff development and recruitment; salary, benefits, services and supplies for executive and administrative personnel; computer costs which are not essential to direct service delivery; and costs for consultants who are not used to enhance direct service delivery. The total amount of administrative costs must not exceed the Administrative budget specified above.

f. County shall submit quarterly County invoices and the SNAP Employment and Training Billing Form to:

~~Alma Estrada, SNAP Unit~~ **SNAP Employment & Training**  
Department of Human Services  
500 Summer Street NE, E48  
Salem, Oregon 97301-1066  
Phone: (503) 945-5826 **947-2682**  
Fax: (503) 373-7032  
Email: ~~alma.r.estrada@state.or.us~~  
**SNAP.Employment&Training@state.or.us**

g. County shall submit the reports required under this Agreement, and a copy of the quarterly invoices to the DHS employee assigned to monitor Agreement compliance and act as the local DHS District contact on matters concerning this Agreement.

**Jessica Amaya or Mary Clark**  
SDA 15  
315 S. Beaver Creek Road  
Oregon City, Oregon 97045  
Phone: **(971) 673-7276 or (971) 673-7321**  
Fax: (971) 673-7301  
Email: **jessica.amaya@state.or.us or mary.s.clark@state.or.us**

h. County employee responsible for monitoring the performance of the Services under this Agreement shall be:

Lori Mack or Scott Vandecoevering  
Community Solutions for Clackamas County  
112 11<sup>th</sup> Street  
Oregon City, Oregon 97045  
Phone: (503) 655-8840  
Fax: (503) 655-8841  
Email: **lorimac@co.clackamas.or.us or scottvan@co.clackamas.or.us**

- h. **EXHIBIT E Part 1, SNAP Employment and Training Billing Form** is hereby incorporated into this Agreement and amended to add the billing form for FFY 2017, as set forth in **EXHIBIT E Part 1, "SNAP Employment and Training Billing Form"**, attached hereto.
  - i. **EXHIBIT E Part 2, SNAP Employment and Training Service Plan** is hereby incorporated into this Agreement and amended to add the service plan for FFY 2017, as set forth in **EXHIBIT E Part 2, "SNAP Employment and Training Service Plan"**, attached hereto.
3. **Certification.**
- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
    - (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
    - (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
    - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
    - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
    - (5) County is not subject to backup withholding because:
      - (a) County is exempt from backup withholding;
      - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or

- (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): Clackamas County

Street address: 112 11th Street

City, state, zip code: Oregon City, OR 97045

Email address: Lorimac@clackamas.us

Telephone: (503) 655-8843 Facsimile: (503) 655-8841

Federal Employer Identification Number: 93-6002286

**Proof of Insurance:**

Workers' Compensation Insurance Company: Self insured

Policy #: N/A Expiration Date: N/A

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

Clackamas County  
acting by and through its Community Solutions for Clackamas County  
By:

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Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services  
By:

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Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

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/s/ Mark Williams	November 23, 2016
Assistant Attorney General	Date

Office of Contracts and Procurement:

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Contract Specialist	Date
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February 2, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing and Community Development Division and the North Clackamas School District for the Rex Putnam High School Health Center in Jennings Lodge

<b>Purpose/Outcomes</b>	The Agreement will allow for the Housing and Community Development Division to provide grant funds to renovate 3,134 square feet of interior space at Rex-Putnam High School for a school based health center with three exam rooms, a lab and pharmacy dispensary, a rest room and counseling offices.
<b>Dollar Amount and Fiscal Impact</b>	\$90,000 of Community Development Block Grant funds and approximately \$810,000 of North Clackamas School District bond funds.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds are involved.
<b>Duration</b>	Effective January through November 2017
<b>Previous Board Action</b>	No previous Board action.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Mark Sirois, Housing and Community Development - (503) 655-5664
<b>Contract No.</b>	H3S 8080

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the North Clackamas School District for the Rex Putnam School Based Health Center Project. The Agreement determines the grant amount as well as the roles and responsibilities of the North Clackamas School District and the County regarding procurement, construction contract administration, and grant reporting. The Agreement was reviewed and approved by County Counsel on December 15, 2016.

**RECOMMENDATION:**

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

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



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**CLACKAMAS COUNTY DEPARTMENT OF**  
**HEALTH, HOUSING AND HUMAN RESOURCES,**  
**HOUSING AND COMMUNITY DEVELOPMENT DIVISION**  
**AND**  
**THE NORTH CLACKAMAS SCHOOL DISTRICT**

**I. Purpose**

- A. This Intergovernmental Agreement (this "Agreement") is entered into between Clackamas County, acting by and through its Housing and Community Development Division ("COUNTY") and the North Clackamas School District ("NCSD") for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the construction of renovations of 3134 square feet of interior space within Rex Putnam High School to create a school based health center facility with three exam rooms, a lab and pharmacy dispensary, a rest room and several counseling offices. These improvements are herein referred to as the "PROJECT."
- C. The COUNTY has determined that the PROJECT is an eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Limited Clientele Activity – Presumed Benefit because the school based health center will serve homeless students and low-income students. NCSD will collect clientele information on the Performance Measures Report as attached as ATTACHMENT A.

**II. Scope of Responsibilities**

- A. Under this Agreement, the responsibilities of NCSD shall be as follows:
  - 1. NCSD shall provide all necessary supervisory and administrative support to complete the PROJECT and assist the COUNTY with the federal requirements of the grant.
  - 2. NCSD shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as

amended ("URA"). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.

3. NCSD shall hire a registered professional Architect (herein after referred to as Architect) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight.
  4. NCSD shall publicly bid the project with Federal Prevailing Wage Rates for Davis-Bacon requirements and in accordance with Oregon Statute and local procurement laws. NCSD will provide copies of all PROJECT bidding documents to the COUNTY as documentation.
  5. NCSD shall hire a qualified General Contractor to complete the construction.
  6. NCSD shall require the General Contractor to submit certified payroll forms to NCSD and provide the COUNTY with access to the submitted payroll forms.
  7. NCSD shall operate and maintain the PROJECT improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by NCSD as provided by Oregon Statute.
  8. NCSD shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
  9. NCSD shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will assign a Project Coordinator to perform the following duties:
    - a. Provide NCSD with current prevailing wage information to publicly bid the project.
    - b. Meet with the selected General Contractor as needed to review the federal requirements of the project funding.
    - c. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon and review submitted certified Payroll Forms for the Project to ensure compliance;
    - d. Collect all HUD required PROJECT Close-Out Documents;

- e. Authorize payment to NCSD of CDBG funds for constructions costs for the project per Section III A of this agreement.
  2. The COUNTY agrees to provide and administer available CDBG funds (CFDA 14.218) granted by the U.S. Department of Housing and Urban Development ("HUD") to finance the PROJECT.
  3. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
  4. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and NCSD agree to work together to schedule the PROJECT start and completion between January 2017 and December 2017.

### **III. Budget & Financial**

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$90,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. NCSD agrees to contribute the greater of:
  1. Twenty percent (20%) of the total cost of the PROJECT or
  2. All costs for design and construction which exceed available CDBG funds budgeted (\$90,000) for the PROJECT.
- C. In the event the PROJECT can not be completed with available funds, the COUNTY and NCSD will jointly determine the priorities of the improvements to be made within funding limits.
- D. The NCSD may be credited towards the matching requirements stated in Part III. B. an amount equal to **10%** of the final construction cost for providing architectural services as detailed in Part II. B.

### **IV. Liaison Responsibility**

Michael Ralls will act as liaison from the NCSD for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. **Special Requirements**

- A. Law and Regulations. The COUNTY and NCS D agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the NCS D agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of The NCS D or its employees or agents, in performance of this Agreement.
- Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the NCS D, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.
- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of The NCS D which are directly pertinent

to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of The NCSD or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The NCSD will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected NCSD property. The NCSD will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, The NCSD shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The NCSD and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. Handicapped Accessibility. The NCSD agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.

- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by The NCSD to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The NCSD agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The NCSD will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The NCSD agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, NCSD shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under NCSD'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to NCSD in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
  2. Not used to meet on the National Objectives for the term of this Agreement, in which event, The NCSD shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

**VII. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending ten (10) years after completion of the PROJECT.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
  - 1. Written notice provided to the COUNTY from the NCSO before any materials or services for improvements are procured; or
  - 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the NCSO to comply with any term of this Agreement; or
  - 3. Mutual agreement by the COUNTY and NCSO in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

**VIII. Integration**

This Agreement contains the entire agreement between NCSO and the COUNTY, with respect to these matters and supersedes all prior written or oral discussions.

**IX. Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

**X. Oregon Law and Forum**

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

**XI. Waiver**

The NCSO and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written


waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

*[Signature Page Follows]*



**NORTH CLACKAMAS SCHOOL  
DISTRICT**

12400 SE Freeman Way  
Milwaukie, Oregon 97222

  
\_\_\_\_\_  
~~Michael Ralls, Director, Social Services~~  
Kerensa Mauck  
Director, Business Ops.  
1/18/17  
\_\_\_\_\_  
Date

**CLACKAMAS COUNTY  
CLACKAMAS COUNTY**

Commissioner Jim Bernard, Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Vacant

Signing on Behalf of the Board.

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services  
Department  
\_\_\_\_\_  
Date





M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 02, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Rivergrove for Engineering Services performed by the Department of Transportation and Development.

<b>Purpose/Outcomes</b>	The City of Rivergrove may retain the County for Engineering Services.
<b>Dollar Amount and Fiscal Impact</b>	Revenue only
<b>Funding Source</b>	City of Rivergrove will reimburse for all work performed the County
<b>Duration</b>	Agreement will commence upon execution by both parties and continue until terminated by either party.
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Mike Bezner (503-742-4651)

The City of Rivergrove is occasionally in need of professional engineering services to assist with a variety of tasks throughout the city. The County is sometimes able to provide assistance and, when resources are available, agrees to use County staff at the City's request to help. Labor and overhead cost of employees performing these services and vehicle expenses for work performed in the field will be reimbursed according to the invoices submitted by the County, according to the conditions of the agreement.

This agreement has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve and sign this agreement contract with City of Rivergrove for Engineering Services provided by the County.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation

## **INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF RIVERGROVE AND CLACKAMAS COUNTY**

This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_\_ of \_\_\_\_\_, 2016 by and between the following parties: The City of Rivergrove, a municipal corporation of the State of Oregon (hereinafter, the "CITY"), and Clackamas County, by and through its Department of Transportation and Development, a political subdivision of the State of Oregon (hereinafter the "COUNTY").

### **RECITALS**

WHEREAS, ORS 190.003 TO 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, the City desires a contractual relationship with the County whereby the County can perform certain engineering services on behalf of the City, and

WHEREAS, the City and County desire to provide excellent public service to their citizens and to accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties as follows:

#### **1. EFFECTIVE DATE AND TERMINATION**

This Agreement shall commence upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 60 days written notice, or upon 30 days written notice for breach of the Agreement, including non payment of fees appropriately due, provided the breach is not cured during the 30-day period.

#### **2. ENGINEERING SERVICES**

A. The City may retain the County for the provision of engineering services, including, but not limited to, the following:

- a. Conduct, review and evaluate traffic engineering or civil engineering studies as requested by the City.
- b. Draft traffic engineering or civil engineering plans as requested by the City.

- c. Residential Subdivision/Partition Plan Review & Construction Inspection.
  - d. Commercial Development Traffic & Site Plan Review & Construction Inspection.
  - e. Review and issue permits for improvements to or work in existing road right-of-way (utility installations, driveways, ditches, curb, culverts or other access or drainage within right-of-way).
  - f. Driveway Permit/Inspection.
  - g. Road Vacations.
  - h. Review and issue Oversize/Overweight truck or transportation permits.
  - i. Review of road right of way and easement deeds; road acceptance.
  - j. Public service tasks including, but not limited to, responding to complaints and inquires, dispersing informational materials and other similar services.
  - k. Other related tasks specifically requested by the City and agreed to in writing by the County.
- B. COMPENSATION. County will bill City for its actual employee costs, offset by fees received, if any, for the services performed unless fees are waived by the County or a different fee agreement is mutually agreed upon.

### **3. SCOPE OF WORK**

Prior to the County beginning any work as requested by the City, the Rivergrove City Council and the Director of the Department of Transportation and Development for the County, or their respective designees, shall fully execute a separate document outlining the scope of work, which shall contain the following elements:

- A. A detailed description of work to be performed and mutually agreed standards for acceptance.
- B. Any assistance that is required to be provided by the City.

- C. Any assistance that is required to be provided by other County departments or divisions that is in addition to the services provided by the County engineering division, and which will require additional compensation to be paid by the City.
- D. Name of the City employee assigned to be the primary contact for the work.
- E. Name and contact information of the County employee assigned to be the primary contact for the work.
- F. Dates of project beginning and completion, including milestones where appropriate.
- G. Payment associated with the work, or the payment schedule associated with the delivery of interim work products.
- H. Any additional terms, conditions, provisions, modification, or deletions as the parties may mutually agree to apply to a particular project.

**4. METHOD OF COMPENSATION**

Labor and overhead costs of employees performing the services and vehicle expenses for work performed in the field will be reimbursed according to invoices submitted by the County to the City for any work performed by County under this Agreement. In some instances payment may be from fees or other revenues collected by the County in its administration of these City programs. Unpaid costs will be billed directly to City. Invoices submitted to the City, will be due and payable within thirty (30) days of receipt. All charges will be billed monthly to the City.

**5. AMENDMENT**

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

**6. HOLD HARMLESS**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its, officers, employees, and-agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the County's performance of this agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney fees and costs) arising out of or resulting from County's performance of this agreement when the loss or claim is attributable to the acts or omissions of County.

**7. SEVERABILITY**

County and City agree that 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 the agreement did not contain the particular term or provision held to be invalid.

**8. ASSIGNMENT**

No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.

**9. PRIOR AGREEMENTS**

This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. Any and all prior agreements and understandings between the parties referenced herein shall automatically terminate as of the effective date of this Agreement.

**IN WITNESS HEREOF**, the parties have executed this Agreement by the date set forth opposite their names below.

**City of Rivergrove**

**Board of Commissioners  
Clackamas County**

  
\_\_\_\_\_

\_\_\_\_\_  
Chair

  
\_\_\_\_\_

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

Witness

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

February 2, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

An Amendment to the Intergovernmental Agreement between the  
City of Portland Bureau of Police and Clackamas County Sheriff's Office for  
The Regional Automated Property Information Database (RAPID)

<b>Purpose/Outcome</b>	This amendment is to have NAMED USER advise the City whether or not they wish to have their Dealer transaction data uploaded into the National Rapid System (NRS) which is being initiated and managed by Business Watch International (BWI) of Regina, Saskatchewan, Canada, the developer and licensor of the RAPID software.
<b>Dollar Amount and Fiscal Impact</b>	Cost remains at the stated rate of \$1,250 per 50,000 population. The NET amount (as of 07/01/16) is a five year cost of \$28,950.00.
<b>Funding Source</b>	No funding change. Operation funds (216) and Investigations department (1621)
<b>Safety Impact</b>	This collaboration provides CCSO access to state, interstate (Washington) and national stolen and lost article data allowing CCSO to expedite applicable investigations.
<b>Duration</b>	The amendment is effective December 1, 2016. The agreement term remains July 1, 2016 through June 30, 2021, and may be renewed by Amendment for up to an additional five years for a total term of ten years.
<b>Previous Board Action/Review</b>	Previously executed Intergovernmental Agreement effective July 1, 2016. This would amend that Agreement.
<b>Contact Person</b>	Matt Ellington, Undersheriff - office (503) 785-5003
<b>Contract No.</b>	None

**BACKGROUND:**

This Intergovernmental Agreement is initiated and amended by the City of Portland, Bureau of Police and covers use of RAPID, a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis, including stolen and lost article data held by OSP-specifically LEDS, the FBI - NCIC and WSP, specifically WACIC, allowing CCSO important information access on cases. The effective date of this amendment is December 1, 2016. The Agreement period remains from July 1, 2016 through June 30, 2021, and may be renewed by Amendment for up to an additional five years.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement for use of the RAPID database.

Respectfully submitted,

Craig Roberts, Sheriff

*"Working Together to Make a Difference"*

**AMENDMENT No. 1**

**USER'S AGREEMENT  
AND SOFTWARE LICENSE FOR  
LAW ENFORCEMENT CONTRIBUTORS  
OF THE  
REGIONAL AUTOMATED PROPERTY INFORMATION DATABASE ("RAPID")**

This Amendment is made effective on **December 1, 2016** ("Effective Date") by and between the **City of Portland**, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and **Clackamas County Sheriff's Office** (hereinafter referred to as "NAMED USER"), by and through their duly authorized representatives.

The purpose of this Amendment is to have NAMED USER advise the City whether or not they wish to have their Dealer transaction data uploaded into the National Rapid System (NRS) which is being initiated and managed by Business Watch International (BWI) of Regina, Saskatchewan, Canada, the developer and licensor of the RAPID Software.

Authority to enter into the Amendment is pursuant to Oregon Revised Statutes ("ORS") 190.110.

**RECITALS**

WHEREAS, NAMED USER has previously executed a RAPID User's Agreement (the "Original Agreement") (Effective Date of July 1, 2016) with the City; and

WHEREAS, NAMED USER understands that said User's Agreement will be amended by this Amendment to the User's Agreement previously executed with the City; and

WHEREAS, NAMED USER desires to express their Acceptance or Refusal to be a Contributor to the NRS and to access and use NRS as set forth herein; and

WHEREAS, the City and NAMED USER desire to enter into this Amendment and being fully advised;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

**1.0 Definitions**

"NRS" means the National RAPID System, the cooperative effort of national law enforcement agencies, initiated and managed by BWI, to collect and share data on pawn, secondhand and metal recycler dealer transactions as collected by systems using the BWI software on a national level. NRS may also refer to the Web-based information system that accesses the database.

**2.0 Software License and Maintenance**

2.1 If NAMED USER chooses to participate in the NRS, upon execution of this Amendment NAMED USER is designated a User in the **NRS Contributor** classification.



**3.0 Acceptance**

3.1 If acceptance is marked in the signature block, NAMED USER will allow the data entered into RAPID by NAMED USER or the Dealers in NAMED USER's jurisdiction to be uploaded into NRS.

3.2 NAMED USER may provide the names of certain NAMED USER's current RAPID Users, who will be given NRS access, by email to BWI at [helpdesk@nwrapid.com](mailto:helpdesk@nwrapid.com).

3.3 User accounts and access to NRS will be provided at no cost to NAMED USER by BWI.

**4.0 Non-acceptance**

4.1 If Non-acceptance is marked in the signature block NAMED USER will **not** allow the data entered into RAPID by NAMED USER or the Dealers in NAMED USER's jurisdiction to be uploaded into NRS.

4.2 If NAMED USER chooses not to have data from RAPID uploaded into NRS, NAMED USER can still access NRS. User accounts and access to NRS can be provided for a fee as determined by and payable to BWI.

4.3 Under this fee arrangement, NAMED USER can provide the names of certain NAMED USER's current RAPID Users by email to BWI at [helpdesk@nwrapid.com](mailto:helpdesk@nwrapid.com). Those RAPID Users will be given access to NRS by BWI.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed.

Please note your acceptance or non-acceptance to authorize your Dealer data to be uploaded to NRS by placing an X in the space before your choice.

       **ACCEPTANCE**

       **NON-ACCEPTANCE**

**CITY OF PORTLAND**

**CLACKAMAS COUNTY SHERIFF'S OFFICE  
(NAMED USER)**

\_\_\_\_\_  
Chief Procurement Officer                      Date

\_\_\_\_\_  
Authorized Signature    Date

Christine Moody  
\_\_\_\_\_  
Printed Name

*M. Ellington*  
\_\_\_\_\_  
Matt Ellington, Undersheriff  
Printed Name and Title

*Approved as to Form*

Address: 2223 Kaen Road  
Oregon City, OR 97045

\_\_\_\_\_  
Office of City Attorney                                      Date

Phone: 503-655-8218

Email: [davidell@co.clackams.or.us](mailto:davidell@co.clackams.or.us)

Intergovernmental Agreement  
City of Portland, RAPID Agreement, Amendment No. 1  
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below their respective signatures.

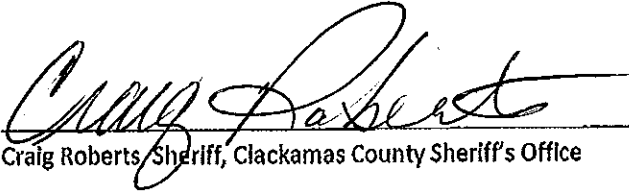
Signatures:

City of Portland:

(See attached)  
By: Chief Procurement Officer Date

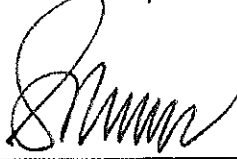
(See attached)  
By: Office of City Attorney Date

Clackamas County:

  
Craig Roberts, Sheriff, Clackamas County Sheriff's Office 1-18-17 Date

Jim Bernard Chair, Clackamas County Board of Commissioners Date

Approved as to form by:

  
Clackamas County Counsel 1/3/17 Date



**John S. Foote, District Attorney for Clackamas County**

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

February 2, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of  
Victims of Crime Act 2016-2019 VOCA Competitive Grant Award

<b>Purpose/Outcomes</b>	The primary purpose of VOCA grants are to extend and enhance services to victims of child and adult sex trafficking. The intent of this VOCA Competitive grant opportunity is to hire a specialized Victim Advocate to work to meet the needs of victims of child and adult sex trafficking that are not currently being met through the existing Victim Assistance Program staff.
<b>Dollar Amount and Fiscal Impact</b>	The County will receive a maximum of \$149,900 during the 3 year duration of this grant award.
<b>Funding Source</b>	State of Oregon Department of Justice
<b>Duration</b>	Effective October 1, 2016 and terminates September 30, 2019
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	The proposed project and purpose for this VOCA Competitive grant award will be to assist in providing services to victims in an effort to hold offenders accountable and keep victims safe.
<b>Contact Person</b>	Bob Willson, Administrative Analyst 2 – District Attorney's Office, 503-650-3011

**BACKGROUND:**

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

The objectives of this VOCA Competitive grant award is to support the expansion and enhancement of direct services to victims of child & adult sex trafficking and to ensure the health and safety of victims. The stated objectives will be met through the hiring of a temporary .75 FTE Victim Advocate who will provide victim services at the VAP main office, the Family Justice Center, crime scenes, hospital emergency rooms and command posts. Due to budgetary restraints, this project was not affordable without this VOCA grant opportunity.

**RECOMMENDATION:**

Staff recommends the Board approve this grant award and authorizes John S. Foote, District Attorney, to sign on behalf of Clackamas County.

Respectfully submitted,

John S. Foote  
District Attorney

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

**VICTIMS OF CRIME ACT**  
**2016 COMPETITIVE**  
**GRANT AWARD COVER SHEET**

<p><b>1. Grantee Name and Address:</b></p> <p>Clackamas County, acting by and through its District Attorney's Office 707 Main Street #201 Oregon City, OR 97045</p> <p>Contact Name: Ms. Diane Wehage Telephone: (503) 655-8616 Fax: (503) 650-3598 E-mail: dianeweh@co.clackamas.or.us</p>	<p><b>2. Special Conditions:</b></p> <p>This grant project is approved subject to such conditions or limitations as set forth the attached Grant Agreement.</p> <p><b>3. Statutory Authority for Grant:</b></p> <p>Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1)</p>												
<p><b>4. Award Number:</b> VOCA-C-2016-ClackamasCo.DAVAP-00069</p>	<p><b>5. Award Date:</b> October 2016</p>												
<p><b>6. Grantee Tax Identification Number:</b> 93-6002286</p>	<p><b>7. DUNS Number:</b> 96992656</p>												
<p><b>8. Type of Party Receiving Funds:</b></p> <p><input checked="" type="checkbox"/> Subrecipient    <input type="checkbox"/> Contractor Clackamas County, acting by and through its District Attorney's Office / Prosecutor</p>	<p><b>9. Project Period:</b> October 1, 2016 - September 30, 2019</p>												
<p><b>10. VOCA Category:</b> General Victim Assistance</p>	<p><b>11. Total Grant Award Amount / Match Amount:</b> \$149,900.00 / \$ 37,488.75</p>												
<p><b>12. VOCA CFDA Number:</b> CFDA 16-575</p>	<p><b>13. Indirect Cost Rate:</b> None</p>												
<p><b>14. Narrative E-Grant Report Due Dates:</b></p> <p>October 31, 2017 October 31, 2018 October 31, 2019 (final)</p>	<p><b>15. Financial PMT Report Due Dates:</b></p> <table border="0"> <tr> <td>January 31, 2017</td> <td>July 20, 2018</td> </tr> <tr> <td>April 30, 2017</td> <td>October 31, 2018</td> </tr> <tr> <td>July 20, 2017</td> <td>January 31, 2019</td> </tr> <tr> <td>October 31, 2017</td> <td>April 30, 2019</td> </tr> <tr> <td>January 31, 2018</td> <td>July 20, 2019</td> </tr> <tr> <td>April 30, 2018</td> <td>October 31, 2019</td> </tr> </table>	January 31, 2017	July 20, 2018	April 30, 2017	October 31, 2018	July 20, 2017	January 31, 2019	October 31, 2017	April 30, 2019	January 31, 2018	July 20, 2019	April 30, 2018	October 31, 2019
January 31, 2017	July 20, 2018												
April 30, 2017	October 31, 2018												
July 20, 2017	January 31, 2019												
October 31, 2017	April 30, 2019												
January 31, 2018	July 20, 2019												
April 30, 2018	October 31, 2019												
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2016-2019 Victims of Crime Act Competitive Project Grant". The grant agreement document must be signed by an authorized official in order to validate the acceptance of this award.</p>													

**OREGON DEPARTMENT OF JUSTICE  
VOCA INTERGOVERNMENTAL GRANT AWARD AGREEMENT**

**2016-2019 VOCA COMPETITIVE GRANT AGREEMENT**

VOCA-C-2016-ClackamasCo.DAVAP-00069

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

**AND:** Clackamas County, acting by and through its (Grantee)  
District Attorney's Office  
707 Main Street #201  
Oregon City, OR 97045

**PROJECT START DATE:** October 1, 2016

**SECTION 1  
LEGAL BASIS AND DESCRIPTION OF AWARD**

Section 1.01 Legal Basis of Award. Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA"), and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award, from funds received under VOCA, to Grantee for the purposes set forth herein.

Section 1.02. Application of VOCA Assistance Program Final Rule.

The Office for Victims of Crime ("OVC") of the U.S. Department of Justice's Office of Justice Programs ("OJP") published the final rules to implement the Victim Assistance Program authorized by the VOCA. The rules, codified in 28 CFR, Part 94 subpart B (<https://federalregister.gov/a/2016-16085>), update the existing VOCA Victim Assistance Program Guidelines and applies to all VOCA grants made by OVC after August 8, 2016, except for funding under such grants that was obligated before August 8, 2016.

28 CFR § 94.101 permits State Administering Agencies ("SAA") to apply the provisions that expand SAA discretion in the use of funds to VOCA assistance funding under OVC grants made before the effective date of the rule that is obligated on or after the effective date. Oregon Department of Justice, Crime Victims' Services Division ("CVSD"), the SAA for VOCA funds in Oregon, is applying the provision of 28 CFR §94.101 to permit Grantees to deliver services implementing the final rules under the following circumstances:

- (a) with funds that are unexpended as of August 8, 2016 in any open VOCA award, including VOCA funds for FY14, FY15, and FY16; and
- (b) with all new VOCA awards obligated after August 8, 2016, including funds for FY14, FY15, and FY16.

Section 1.03 Agreement Parties. This VOCA Intergovernmental Grant Award Agreement, hereafter referred to as "Agreement", is between the Grantor and the forenamed Grantee.

Section 1.04 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 October 1, 2016.

Section 1.05. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control.

- (a) This Agreement without any Exhibits.
- (b) Exhibits A through E as described in Section 2.04 (c).
- (c) Exhibit F.
- (d) The most current version of the VOCA Grant Management Handbook available at [http://www.doj.state.or.us/victims/pdf/voca\\_grant\\_management\\_handbook.pdf](http://www.doj.state.or.us/victims/pdf/voca_grant_management_handbook.pdf) ("VOCA Grant Management Handbook").
- (e) 2016-2019 VOCA Competitive Project Grant Application and any Amendments ("VOCA Competitive Application").
- (f) Grantee's VOCA Application from the VOCA Competitive Application to include the following and collectively referred to as the "Grantee's VOCA Application."
  - (i) Form A, Cover Page;
  - (ii) Form B, Organization Capability and Capacity;
  - (iii) Form C, Staff Roster
  - (iv) Form D, Governing/Advisory Board Roster & Information
  - (v) Form E, Organization/Program Revenue
  - (vi) Form F, Crime Victim Compensation Information;
  - (vii) Form G, Use of VOCA and Match Funds Checklist;
  - (viii) As appropriate, Form H, Sexual Assault Category: Indicators of a High Quality Sexual Assault Program and Form I, Underserved Category: Population Specific Services, Organizations and Programs;
  - (ix) Form J, Project Description;
  - (x) Form K, Project Specific Goals, Objectives, Activities, and Performance Measures;
  - (xi) Form L, as appropriate, Community Collaboration: Memorandum of Understanding and Subcontracting;
  - (xii) Form M, Volunteer Information;
  - (xiii) Form N, Client Feedback;

(xiv) Form O, Attachments to Upload; and

(xv) Forms P-T, the budget forms (“VOCA Budget”).

Section 1.06. Requirements for Pass-Through Entities. Information required by 2 CFR 200.331 for pass-through entities to include on all subawards is contained herein or available for VOCA at:

[http://www.doj.state.or.us/victims/doc/voca\\_pass\\_through\\_agreement\\_reqs.docx](http://www.doj.state.or.us/victims/doc/voca_pass_through_agreement_reqs.docx).

## SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee a total maximum allocation of **\$149,900.00** (the “Grant”) from VOCA, to financially support and assist Grantee’s implementation of the Grantee’s VOCA Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

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

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (ii) this Agreement terminates as provided herein.

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

- (a) Grantor has received sufficient federal funds under VOCA to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; Victims of Crime Act Special Conditions; and Subcontractor Insurance Requirements, all in the form attached hereto as **Exhibits A - F** respectively, and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources in a fiscal year beginning December 26, 2014 or later, Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F;

- (f) If Grantee agency does not claim an exemption from the EEO requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office for Civil Rights for review (if receiving a single award of \$500,000 or more), and implemented an EEO;
- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants including, but not limited to:
  - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
  - (ii) Grantor has received the completed VOCA Competitive Project Narrative Report as described in the most recent version of the VOCA Grant Management Handbook;
  - (iii) Grantor has received the completed VOCA Competitive Project Goals, Objectives and Performance Measures Report as described in the most recent version of the VOCA Grant Management Handbook; and
  - (iv) Grantor has received the completed VOCA Performance Measurement Tool report.
- (h) No default as described in Section 6.03 has occurred; and
- (i) 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:

"NONE"

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **September 30, 2019** (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 **September 30, 2019**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Date. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

### SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project. All Grant money must be for expenses that are eligible under applicable federal and State of Oregon law. Furthermore, Grantee's expenditure of Grant money must be in accordance with the Project VOCA Budget set forth in the Grantee's VOCA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.56 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.15(a), (iv) for any



purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs can be found in the most recent versions of the VOCA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, that is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended 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. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

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

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

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

#### SECTION 5 GRANTEE'S AGREEMENTS

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

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2019** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of the federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

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

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

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee:

[http://www.doj.state.or.us/victims/pdf/dvsa\\_training\\_requirements.pdf](http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf). The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence (OCADSV) web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.

- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations attend the Oregon Basic State Victim Assistance Academy (SVAA) training: <http://www.oregonvictims.org/basic-svaa>. Child Abuse Intervention Centers and Special Population organizations may alternatively submit a 40-hour training plan for CVSD approval that covers topics relevant to the VOCA-funded staff position(s), which may be from SVAA, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, VAT *Online* described in subsection (c) of this Section, and additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online*: [https://www.ovcttac.gov/views/TrainingMaterials/dspOnline\\_VATOnline.cfm](https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm). Alternatively, Child Abuse Intervention Centers and Special Population organizations may submit a training plan for CVSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.
- (d) VOCA-funded staff providing direct services are encouraged to attend the CVSD-sponsored Crime Victims Compensation Training at least once every four years.
- (e) Grantee shall notify the CVSD when any staff training is completed by updating the Staff Roster in the CVSD web-based grant application and reporting system ("CVSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, or governing body or designated leaders.
- (f) Grantee shall attend all appropriate CVSD-sponsored training unless specific written permission excusing attendance has been obtained from CVSD.

Section 5.07. **Reporting Requirements.** Grantee shall submit the following reports as described in the VOCA Grant Management Handbook:

- (a) **Quarterly Financial Reports.** No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports.
- (b) **Quarterly Performance Measurement Tool Reports.** No later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly performance measurement tool reports.
- (c) **Semi-Annual Performance Reports.** Grantee shall prepare and submit to Grantor the Semi-Annual VOCA Competitive Project Goals, Objectives and Performance Measures Report no later than 30 days after the end of the calendar quarters ending March 31 and September 30.

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

Section 5.08. 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 as noted in 2 CFR 200.317 through 2 CFR 200.326.

Section 5.09. Matching Funds. Grantee shall obtain and expend on the Project matching funds as identified in the Budget and Narrative. Grantee is required to provide matching funds equal to 25% of the Grant funds received unless a match waiver has been requested and approved.

Section 5.10. Confidentiality. In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, Grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall comply with 28 CFR § 94.115 Non-disclosure of confidential or private information, and shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs; or reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this Project or any other federal, state, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

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

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

The term "personally identifying information," "individual information," or "personal information" means individually identifying information for or about an individual victim of domestic violence, dating violence, sexual assault, or stalking, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth,

racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

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

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

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

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

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

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

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

- (a) Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation

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

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

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

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).
  - (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
  - (ii) In the event a federal or state court, or a federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131,** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability); the

**Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victims' Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.

- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposal and budget and in conducting its program and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice ("USDOJ") has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
- (f) **Equal Treatment for Faith-Based and Community Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations (ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at <http://ojp.gov/funding/Explore/SolicitationRequirements/OtherRequirements.htm> and [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr).
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2 CFR Part 200, as adopted and supplemented by the United States Department of Justice in 2 CFR Part 2800.
- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7<sup>th</sup> Street N.W., Washington D.C. 20531.

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

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

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

## SECTION 6 TERMINATION AND DEFAULT

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

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

Section 6.03. Default. Either party shall be in default 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 a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or



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

Section 6.04. **Remedies Upon Default.** If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA 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 (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

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

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

Section 7.05. Subcontracts, Successors and Assignments.

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

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

Section 7.07. Contribution and Indemnification.

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

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

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

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

Section 7.9. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

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

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

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

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

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

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

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



**STATE OF OREGON**  
acting by and through its Department of Justice

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

**Clackamas County, acting by and through its District Attorney's Office**

By: \_\_\_\_\_  
Name: John S. Foster  
Title: DA  
Date: 12/22/16

**APPROVED FOR LEGAL SUFFICIENCY**

By: Steven Marlowe via email  
Title: Assistant Attorney General  
Date: December 8, 2016