

AGENDA

Thursday, January 14, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-02

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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.)*

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

1. Board Order No. _____ a Petition for Dissolution of the Estacada Area County Service District for Library Services (Chris Storey, County Counsel)

III. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Finance Department

1. Resolution No. _____ Declaring the Intent to Reimburse the County and its Partner Emergency Responder Agencies for Expenditures Related to the Replacement and Upgrade of the C800 Emergency Radio System and Necessary Components (Marc Gonzales, Finance and Laurel Butman, County Administration)

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

A. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

B. Community Corrections

1. Approval of Grant Agreement No. JR 15-032 with the State of Oregon, Criminal Justice Commission for the Justice Reinvestment Funding of Community Corrections Programs

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

January 14, 2016

Board of County Commissioners
 Clackamas County acting as the
 Governing Body of the Estacada Area
 County Service District for Library Services

Members of the Board:

Petition for Dissolution of the Estacada Area County Service
District for Library Services

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
 Assistants

Purpose/Outcomes	Initiate dissolution of service district
Dollar Amount and Fiscal Impact	Limited expenditure of staff time to wind down district
Funding Source	Current budget
Duration	Perpetual
Previous Board Action	Discussed at issues policy session on January 5, 2016.
Strategic Plan Alignment	1. N/A 2. Consistent with and implementing the goal of "Building public trust through good government" by eliminating unnecessary government structures/entities
Contact Person	Chris Storey, Assistant County Counsel
Contract No.	N/A

BACKGROUND:

The Estacada Area County Service District for Library Services ("District") was formed to support the desire of the City of Estacada to construct an improved library facility. The library was designed and sized to serve the population of not just the City but the surrounding area. The District was formed with boundaries that are coterminous with those of the Estacada School District, and a general obligation bond was passed by vote of the residents in that area to fund the construction of the new library (the "GO Bond"). The District does not collect any permanent rate or fees and sole purpose was to act as a financing vehicle to aid in the construction of the library, which it accomplished through the GO Bond.

In 2009, as part of the formation of the county-wide Library District of Clackamas County, the County general fund deposited sufficient funds in a sinking fund account to pay off the GO Bond. At that time the District ceased collecting taxes from its residents. However, under the terms of the GO Bonds the earliest the full debt could be repaid was June 2015. The sinking fund made the final payments on the debt from 2009 until 2015, and the GO Bonds are now fully paid off. The District now has no debt and very few assets. Further, it has no revenue and no specific purpose now that it completed the payment of the GO Bonds. In short, it is ready for winding down and dissolution.

The dissolution process would refer the matter to the Board of County Commissioners, as the boundary authority for special district, to consider the matter. Staff will draft for the BCC's consideration the adoption of a "Plan of Dissolution" within 30 days after adoption of a petition for dissolution, and then a public hearing would be held to consider the matter, currently scheduled for February 11, 2016 pending adoption of the recommended (attached) petition of dissolution.

RECOMMENDATION:

Staff recommends that the Board, acting as the governing body of the District, adopt a petition of dissolution to begin the process of winding down and dissolving the District, and direct staff to prepare a Plan of Dissolution for its consideration.

Respectfully submitted,

Chris Storey
Assistant County Counsel

In the Matter of the Petition for
Dissolution of the Estacada Area
County Service District for Library
Services

Order No. _____

This matter coming before the Board of County Commissioners acting as the governing body of the Estacada Area County Service District for Library Services (the "District"); associated with it; and

WHEREAS, it appearing that the District has fully paid all outstanding debt and no longer needs to hold assets relating thereto; and

WHEREAS, it further appearing that the District's purpose for formation was to provide a means of financing improvements for the Estacada City Library, which was accomplished through the construction of such improvements with the proceeds of the debt that is now fully paid off; and

WHEREAS, it further appearing that the dissolution and liquidation of the District would be in the best interests of the county and the residents of the District;

NOW, THEREFORE, IT IS HEREBY ORDERED that this Board petitions the Board of County Commissioners to dissolve and liquidate the assets of the District; and

IT IS FURTHER ORDERED that District staff prepare a Plan of Dissolution to be presented to the Board of County Commissioners in a public meeting for its consideration.

DATED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

January 14, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Declaration of Intent to Reimburse the County and its Partner
Emergency Responder Agencies for Expenditures Related to the
Replacement and Upgrade of the C800 Emergency Radio System and Necessary Components

Purpose/Outcomes	Declares the intent for Clackamas County to reimburse itself and its partners for the purchase of an emergency radio system to replace aging and outdated systems.
Dollar Amount and Fiscal Impact	The maximum value of the bonds is up to \$58.7 million. Estimated cost per \$1,000 of Assessed Value will be \$0.10 annually. No funding from the County is required other than that regularly budgeted in the Sheriff's Office budget.
Funding Source	Tax-exempt General Obligation bonds/debt obligations.
Duration	15 years.
Previous Board Action	The latest policy session on this issue was held October 6, 2015 with the Board of Commissioners at which time the Board instructed staff to begin work toward placing a measure on the May 2016 ballot on C800's behalf per their request.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: <ul style="list-style-type: none"> • Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies • Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide better resiliency and more effective infrastructure • Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds and reimbursements will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893 Marc Gonzales, Finance Director, 503- 742-5405

Background:

Clackamas County has been asked by the Board of Directors of the C800, an ORS 190 agency which provides emergency communications in Clackamas County, to place a measure on the May 2016 ballot, to submit a question asking voters to approve a countywide General Obligation Bond levy to finance the replacement of the emergency radio system and necessary components thereof. The proposed debt issuance would total approximately \$58.7 million.

The current radio system which serves Clackamas County first responders including the County Sheriff, City Police Departments, Fire Districts, Central Dispatch Agencies, and Emergency Medical Responders, was built in 2000 utilizing technology that had been developed during the 1990's. The system, which is on the verge of obsolescence and prone to unpredictable failures, is under vendor support only until 2017. Many system components are no longer manufactured.

In order to replace the current system with modernized radios and needed supporting infrastructure, C800 has been working with WCCCA, the agency in Washington County which jointly owns and runs this aging technology for emergency dispatch and communications, to create a reliable update to the systems which benefit both Counties.

At the request of C800, Clackamas County plans to place the question before the voters in anticipation of approval to issue General Obligation debt to finance the County's portion of this replacement project. Washington County is also pursuing a General Obligation bond on the same timeline for its portion of the project.

This project, if voter-approved for financing, will provide the County and its residents with a reliable and up to date system of emergency radio communications that will interact cooperatively with Washington County's compatible technology to continue the joint system. The solution will be viable well into the future.

The County will be the issuer of this debt and the debt service will be provided through a voter approved levy estimated to cost about \$25.30 per year for the average household.

The Board is asked to authorize the Chair of the Clackamas County Board of Commissioners and the County's Finance Director to make a declaration of the County's intent to reimburse itself and its partners in the project for eligible expenditures it makes for the project with the proceeds of the bonds, pursuant to Section 1.150-2 of the Federal Income Tax regulations.

Recommendation:

Staff respectfully recommends that the Board approve the attached Declaration of Intent to Reimburse.

Respectfully submitted,

Marc Gonzales
Finance Director

A Declaration of the Board of
County Commissioners Regarding
Its Intent to Reimburse Expenditures
Related to Emergency Responder
Communications Equipment
and Infrastructure

Order No.
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WHEREAS, the Board of County Commissioners (“BCC”) is desirous of proposing a general obligation bond to the voters of Clackamas County on behalf of the Clackamas 800 Radio Group (“C800”) to support capital needs of emergency responders, as requested by the collective offices of fire, ambulance and law enforcement agency members of C800 (the “Partners”); and

WHEREAS, Section 1.150-2 of the Federal Income Tax Regulations generally provide that governmental units may not use the proceeds of tax-exempt obligations to reimburse certain kinds of expenditures, unless the expenditures were paid no more than sixty days before the date the governmental unit officially declared its intent to reimburse the expenditures from the proceeds of future debt obligations; and

WHEREAS, the County intends to collaborate with the Partners to most efficiently and effectively utilize the proceeds of a debt sale to best meet the goals of the Project (as defined below); and

NOW THEREFORE, IT IS HEREBY DECLARED THAT the County intends to use up to \$58.7 million of tax-exempt general obligation bonds or other tax-exempt debt obligations (the “Bonds”) to reimburse expenditures for costs of a new radio system and related facilities or equipment that will be used by public safety agencies and responders operating in Clackamas County (the “Project”);

AND FURTHER THAT the County reasonably expects to spend funds, either by County or Partner entities, on the Project before the Bonds are issued, to issue the Bonds, and to reimburse County expenditures from Bond proceeds when the Bonds are issues.

The County acknowledges that: (1) Bond proceeds must be used to reimburse an expenditure no later than the later of (a) 18 months after the date of the expenditure or (b) 18 months after completion of the projects to which such expenditures relates but in no event later than three years after the date of such expenditure; and (2) Expenditures made more than sixty (60) days prior to the date of this declaration may not be reimbursed with Bond proceeds.

These limitations do not apply to reimbursement of “preliminary expenditures” in an amount not exceeding 20% of the Bond proceeds. “Preliminary expenditures” include: architectural, engineering, surveying, soil testing and similar costs incurred prior to commencement of acquisition, construction or rehabilitation of the projects, other than land acquisition, site preparation and similar costs incident to commencement of construction. In addition, de minimus expenditures (the smaller of \$100,000 or five percent to the Bonds) are not subject to these limitations.

A Declaration of the Board of
County Commissioners Regarding
Its Intent to Reimburse Expenditures
Related to Emergency Responder
Communications Equipment
and Infrastructure

Order No.
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This Declaration shall serve as the official declaration of the County's intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations to reimburse itself and its Partners for expenditures made for the Project with the proceeds of the Bonds. This Declaration shall be maintained in the public records of the County.

DATED the 14th day of January, 2016.

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

DRAFT

Approval of Previous Business Meeting Minutes:
December 17, 2015

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<http://www.clackamas.us/bcc/business.html>

Wednesday, December 17, 2015 – 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item.

He introduced Housing Authority Commissioner Paul Reynolds and asked the Clerk to read the Housing Authority Consent agenda by title only.

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2016

Chair Ludlow asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 6-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners.

II. PRESENTATION (

1. Presentation of the Clackamas County Government Channel 2015 Awards
Garrett Teague, Cable Communication Division presented the staff report and showed a video outlining the 2015 Cable Awards.

The Board thanked Garrett and all the staff at Cable Communications office for their hard and dedicated work.

III. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Kim Trehwella, Estacada - Spoke regarding ZDO-254 Private Road Access for medical marijuana facilities.
2. Steve Chianello, Beaver Creek - Spoke on ZDO-254 about enforcement needs.

3. Shirley Morgan, Welches - Spoke on ZDO-254 regarding enforcement needs and cost impacts.
4. Mark Depner, Canby - Spoke regarding Union Contract negotiations
5. Kevin Hutchison, Sandy - Spoke regarding Union Contract negotiations
6. Fred Yungbluth - Spoke regarding Union Contract negotiations
7. Kay Polluck, West Linn - Spoke regarding Union Contract negotiations
8. Linda Preisz, Lake Oswego - Spoke regarding Union Contract negotiations
9. Kimberly Benthin - Spoke regarding Union Contract negotiations
10. Thelma Haggemiller, Oak Grove-Spoke regarding Regional Wastewater Council and citizen involvement
11. Les Poole, Gladstone - Decision on Evangelical Property, and Metro
12. Steve Bate, Boring - Metro and Urban Reserves
13. Kay Mordock, Johnson City - Spoke regarding Regional Wastewater Treatment Advisory Committee and a request by Johnson City to be added as a voting member for representation

IV. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

1. Adoption of Previously Approved Zoning and Development Ordinance Amendments
ZDO-254 – Marijuana Land Use Regulations

Nate Boderman, County Counsel presented the staff report and explained that this item was previously approved by the Board at the December 2, 2015 Land Use hearing.

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

Chair Ludlow asked for a motion.

MOTION:

Commissioner Bernard: I move we read ZDO-254 by title only.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to read ZDO-254 by title only – then asked for a motion.

MOTION:

Commissioner Smith: I move we approve ZDO-254, Amendments to the Zoning and Development Ordinance for Marijuana Land Use Regulations as previously approved at the December 2, 2015 land use hearing.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye

Commissioner Savas: No.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-1.

V. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 09-2015 Repealing the Moratorium on Medical Marijuana Dispensaries, Chapter 6.12 of the County Code and Repealing Medical Marijuana Facility Regulations, Chapter 8.09 pf the Clackamas County Code and Declaring an Emergency

Nate Boderman, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we read the ordinance by title.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to assign a number and read the ordinance, he then asked for a motion.

MOTION:

Commissioner Smith: I move we adopt ordinance No. 09-2015 Repealing the Moratorium on Medical Marijuana Dispensaries, Chapter 6.12 of the County Code and Repealing Medical Marijuana Facility Regulations, Chapter 8.09 pf the Clackamas County Code and Declaring an Emergency.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: No.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye

Chair Ludlow: Aye – the motion passes 4-1.

2. First Reading and Adoption of **Ordinance No. 11-2015** Amending Chapter 9.01, Uniform Code for the Abatement of Dangerous Buildings of the Clackamas County Code and Declaring an Emergency

Nate Boderman, County Counsel presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance.

MOTION:

Commissioner Bernard: I move we read the ordinance in full.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0. He asked the Clerk to assign a number and read the ordinance in full, he then asked for a motion.

MOTION:

Commissioner Savas: I move we adopt ordinance No. 11-2015 Amending Chapter 9.01, Uniform Code for the Abatement of Dangerous Buildings of the Clackamas County Code and Declaring an Emergency

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

VI. BOARD DISCUSSION ITEMS)

WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as Service District No. 1 for the first item.

1. Authorization for Clackamas County Service District No. 1 to Enter into Phase I of an Agreement for Professional Engineering Services with MWH Americans, Inc. for the Tri-City Water Pollution Control Plant Solids Handling Improvements Project

Greg Geist, Water Environment Services presented the staff report and showed a video.
Chair Ludlow asked for a motion.

MOTION:

Commissioner Smith: I move we, the Clackamas County Board of Commissioners, acting as the Governing Body of Clackamas County Service District No. 1 Authorize Phase 1 of an Agreement for Professional Engineering Services with MWH Americans, Inc. for the Tri-City Water Pollution Control Plant Solids Handling Improvements Project.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Chair Ludlow announced the Board will adjourn as the Service District No. 1 and convene as Tri-City Service District for this second item.

2. Authorization for Tri-City Service District to Enter into Phase I of an Agreement for Professional Engineering Services with MWH Americans, Inc. for the Tri-City Water Pollution Control Plant Solids Handling Improvements Project

Greg Geist, Water Environment Services presented the staff report.
Chair Ludlow asked for a motion.

MOTION:

Commissioner Savas: I move we, the Clackamas County Board of Commissioners, acting as the Governing Body of Clackamas County Tri-City Service District Authorize Phase 1 of an Agreement for Professional Engineering Services with MWH Americans, Inc. for the Tri-City Water Pollution Control Plant Solids Handling Improvements Project.

Commissioner Schrader: Second.

~Board Discussion~

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

Chair Ludlow announced the Board will adjourn as Tri-City Service District and Re-Convene as the Board of County Commissioners for the remainder of the meeting.

*Commissioner Bernard was not feeling well and excused.

VII. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of Revenue Agreement with Oregon Department of Education for Medicaid Reimbursement – *Children, Youth & Families*
2. Approval of Professional Services Agreement with Estacada School District, for the School Based Health Centers (SBHC) Building Mental Health Capacity – *Public Health*
3. Approval of Amendment 33 to the Services Contract with Health Share of Oregon to Expand the Healthy Homes Intervention Home Visit Program - *Public Health*
4. Approval of a Construction Agreement Change Order between the Department of Health, Housing and Human Service and Par-Tech Construction for the West Linn Senior Center Expansion Project – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to an Intergovernmental Agreement (TGM Grant Agreement No. 30687) with Oregon Department of Transportation to Develop the Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Department of Communications (C-Com)

1. Approval of an Amendment to the Intergovernmental Agreement with Washington County Consolidated Communications Agency (WCCCA) and the City of Lake Oswego Communications Agency (LOCOM) for the Computer Aided Dispatch Partnership

E. Public and Government Affairs

1. **Board Order No. 2015-133** in the Matter of an Extension of the Cable Television Franchise with Canby Telephone Association (dba Canby Telcom)

VIII. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

IX. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 8:21 PM

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Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

January 14, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement No. JR-15-032 between the
State of Oregon, Criminal Justice Commission and Clackamas County

Purpose/Outcome	This Agreement will provide funding for the Community Corrections Justice Reinvestment Program for the 2015-2017 biennium.
Dollar Amount and Fiscal Impact	The IGA value is \$ 2,407,093 which includes \$248,154 for Victim Services.
Funding Source	State of Oregon Criminal Justice Commission.
Duration	Effective upon full execution and terminates June 30, 2017.
Previous Board Action/Review	Biennial approval.
Contact Person	Captain Jenna Morrison, Director - Community Corrections – 503-655-8725

BACKGROUND: Justice Reinvestment funding is intended to support the reduction of prison bed use. Community Corrections is using this revenue to enhance Men’s and Women’s Correctional Substance Abuse Programs, provide Short Term Transitional Leave to eligible offenders 90 days prior to release from Dept. of Corrections custody, and funds services provided to offenders at the new Transition Center. Funding for this biennium has increased from \$552,000 to the current \$2,407,093 and allows Community Corrections to increase services, client subsidies and staff to support this goal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves Grant Agreement No. JR-15-032 between Clackamas County and the Criminal Justice Commission, for the 2015-2017 Justice Reinvestment funding of Community Corrections programs.

Respectfully submitted,

Captain Jenna Morrison
Director, Community Corrections

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission, hereafter referred to as "**CJC**", and **Clackamas County** hereinafter referred to as "**Grantee**". CJC and Grantee are hereinafter referred to individually without distinction as "**Party**" and collectively as the "**Parties**".

1. Effective Date; Availability of Grant Funds. This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date. The Project Start Date and the Project End Date are provided in Exhibit A.

2. Agreement Documents. This Agreement consists of this document (without Exhibits) and the following Exhibits, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Subcontractor Insurance**

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. Each of the documents comprising this Agreement is listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Grant Funds. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$2,407,093** ("**Grant Funds**") for eligible costs described in Section 6 hereof.

4. Project. The Grant Funds shall be used solely for the project described in Exhibit A ("**Project**") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.c hereof.

5. Reports. Grantee shall submit the reports required by this Section.

a. Progress Reports. Grantee shall submit a report quarterly on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. The report will be in a format and include questions provided by CJC. Each progress report must include data on the extent to which Grantee met its outcome or performance

measures (as proposed in its Application, as defined below, and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060 (including but not limited to reduction of prison utilization) in the quarter just ended, and if Grantee has not fully met its outcome or performance measures or achieved said criteria, a detailed explanation for any shortfall. Reports must be received by CJC no later than the 10th day of each January, April, July and October, commencing January 10, 2016. Grantee must receive prior approval from CJC to extend the due date of a progress report. CJC may adjust this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.f.

The term "Application" means the application of the Grantee dated October 14, 2015, which is on file with CJC. The Grantee agrees to comply with the terms of the Application, to the extent they do not conflict with this Agreement.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. CJC shall fund eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Eligible costs are the reasonable and necessary costs incurred by Grantee, or Grantee's subgrantee, contractor or subcontractor under a sub agreement (as defined in Section 9 of this Agreement), in performance of the Project. No Grant Funds may be used for expenses incurred by Grantee prior to the Project Start Date. CJC will disburse the Grant Funds in two installments, the first no later than February 1, 2016, and the second no later than October 1, 2016.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. The Justice Reinvestment Account ("Account") has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement from the Account.
- iii. Grantee is in compliance with the terms of this Agreement.
- iv. Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and

agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. **Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter and organic documents, if applicable, (3) 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 may be bound or affected. 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.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this Section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements, as applicable. CJC, the Secretary of State of the State of Oregon (“Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the books, documents, papers, and records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. Grantee Sub agreements and Procurements

a. Sub agreements. Grantee may enter into agreements with subgrantees, contractors or subcontractors (collectively, “sub agreements”) for performance of the Project.

i. All sub agreements must be in writing and executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement

to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity; insurance.

Each sub agreement shall require the other party to such sub agreement, if that party is not a unit of local government as defined in ORS 190.003 or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless CJC and its officers, employees and agents 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 the other party to Grantee's sub agreement or any of such party's officers, employees, agents, subgrantees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of CJC, be indemnified by the other party to Grantee's sub agreement from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's subgrantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee, subcontractor or contractor is prohibited from defending State, that Grantee's subgrantee, subcontractor or contractor is not adequately defending State's interests, that an important governmental principle is at issue, or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee, subcontractor or contractor if State elects to assume its own defense.

Grantee shall require the other party or parties to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

10. Termination

a. Termination by CJC. CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. Grantee fails to comply with any of the terms of this Agreement or fails to perform any of its obligations under this Agreement, including but not limited to failure to meet, to the satisfaction of CJC, any of its outcome or performance measures(as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization; or

iii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iv. The Justice Reinvestment Account fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

v. Grantor has been notified by the Oregon Legislature or otherwise that the funds in the Account will be reduced for the biennium in which this Agreement becomes effective or for any biennium thereafter;

vi. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

vii. The Project would not produce results commensurate with the further expenditure of funds.
b. Remedies of CJC. In the event of termination by CJC pursuant to Section 10.a.i. or ii. above, CJC may pursue any remedies available under this Agreement and may take whatever other action at law or in equity that may appear to CJC to be necessary or desirable to enforce the performance and observance of any duty, covenant, obligation or agreement of Grantee under this Agreement, including but not limited to the following remedies and actions:

- i. Terminating all further disbursements of Grant Funds.
- ii. Demanding repayment of all or a portion of the Grant moneys previously disbursed to Grantee and all interest earned by Grantee on those Grant moneys and upon notice to Grantee the same shall become immediately due and payable by Grantee without further notice or demand.
- iii. Declaring Grantee ineligible to receive future awards from CJC.
- iv. Applying amounts otherwise due to Grantee from the State of Oregon to payment of the amounts due under this Agreement, as provided by Oregon law.

c. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances that were not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

Upon termination of this Agreement by Grantee under this subsection c, CJC may end all further disbursements of Grant Funds, but Grantee shall not be required to repay to CJC any Grant Funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

11. General Provisions

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC 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 Grantee in such proportion as is appropriate to reflect the relative fault of the CJC 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 CJC on the one hand and of 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. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), 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 CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC 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 Grantee on the one hand and of CJC 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. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.

c. Amendments; Budget Changes. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total Budget amount. The proposed changes to the Budget will be effective without a written amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.f.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. CJC 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

g. Governing Law, 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 State (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 in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

h. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

i. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

j. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

k. 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.

l. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed

one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

m. Integration and Waiver. This Agreement, including all Exhibits, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Grantee

By:

Signature of Grantee

Date

Name & Title

Federal Tax ID Number

State Tax ID Number

Criminal Justice Commission

By:

Michael Schmidt, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Lynn Nagasako by email dated November 25, 2015

Lynn Nagasako

Date

CJC Grant Administrator
Madeleine Dardeau
885 Summer St. NE
Salem, OR 97301-2524
Madeleine.Dardeau@oregon.gov
(503) 378-6374

Grantee Contact
Chris Hoy
1024 Main Street
Oregon City, OR 97045
choy@clackamas.us
503-655-8866

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* is to financially support Oregon localities in fulfilling the requirements of House Bill (HB) 3194 by reducing prison populations and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach that: (1) analyzes criminal justice trends to understand drivers of local prison use; (2) promotes the effective implementation of investments that increase public safety and improve offender accountability; (3) measures the impact of the policy changes and reinvestment resources; and (4) ties results to funding.

This Agreement funds the **Clackamas County Justice Reinvestment Program**.

Project Start Date: July 1, 2015

Project End Date: June 30, 2017

GRANT #: JR-15-032

PROGRAM CONTACT: Chris Hoy

FISCAL CONTACT: Nora Jones

EMAIL: choy@clackamas.us

EMAIL: choy@clackamas.us

TELEPHONE: 503-655-8866

TELEPHONE: 503-655-8780

BUDGET SUMMARY:

	Grant Funds Requested
Program 1: Transition Center and Short Term Trans Leave	\$1,980,779
Program 2: Community Corrections Substance Abuse Program	\$178,160
10% Victims: Clackamas Women's Services and Children's Center	\$208,154
10% Victims: Los Niños Cuentan	\$40,000
Total	\$2,407,093

EXHIBIT B

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this Section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

\$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Grantee's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the

contractor may request and CJC may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

The Grantee shall immediately notify the CJC of any change in insurance coverage.