

AGENDA

Thursday, January 7, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-01

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. BOARD DISCUSSION ITEMS *(The following items will be individually discussed by the Board only, followed by Board action.)*

Board of County Commissioners

1. Selection of the Board of County Commissioner's Vice Chair for 2016 (BCC)

Clackamas County Sheriff's Office

2. Resolution No. _____ to Support the National Stepping up Initiative to Reduce the Number of People with Mental Illness in Jails (Sheriff Craig Roberts, Rich Swift, H3S)

Department of Emergency Management

3. Formal Approval of Board Order No. 2015-134, Signed December 22, 2015, Declaring a Local State of Emergency and Declaring Emergency Measures for the for the Landslides/Mudslides in Oregon City (Nancy Bush, Emergency Management)

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 to Apply for Grants from Oregon Department of Transportation Special Transportation Formula Discretionary Funds through Ride Connection, Inc. for Clackamas County Seniors and People with Disabilities – *Social Services*

2. Approval of a Sub-Recipient Agreement with Clackamas Women’s’ Services for Advocacy services in Rural Clackamas County – *Children, Youth and Families*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

C. Technology Services

1. Approval of ORMAP Intergovernmental Agreement Contract No. 3436-15 with the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

D. Juvenile Department

1. Approval of an Intergovernmental Agreement with the City of Damascus to Provide Youth Offenders Work Crew Services

E. Business & Community Services

1. Approval of a Partnership Agreement with Clackamas Workforce Partnership Board for Developing Policy and Overseeing Local Workforce Development Initiatives in Clackamas County

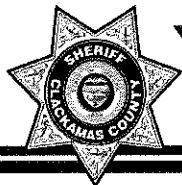
IV. DEVELOPMENT AGENCY

1. Approval of Amendment No. 1 to the Funding Agreement between Clackamas County and the Clackamas County Development Agency to Cover Additional Debt Service on the Brooks Building

V. COUNTY ADMINISTRATOR UPDATE

VI. 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



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

January 7, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution to reduce the number of people with mental illness In the Clackamas County Jail through the national Stepping Up Initiative

Purpose/Outcomes	Call to Action to reduce the number of people with mental illnesses in our county jail, commit to sharing lessons learned with other counties and across the country to support a national initiative and encourage all county officials, employees, and residents to participate in Stepping Up.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Effective January 7, 2016
Previous Board Action	This furthers the county's efforts to address mental illness in our jail, beyond current staff/contractors and programs.
Strategic Plan Alignment	1. Sharing lessons learned with other counties and across the country. 2. Encourage government and citizen participation in Stepping Up.
Contact Person	Chris Hoy, Chief Deputy – 503-722-6774
Contract No.	N/A

BACKGROUND:

County jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs. Without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families.

Clackamas County has already developed a Transition Center to help prevent individuals with mental illness from being booked into the county jail through cooperative efforts of the Sheriff's Office, Community Corrections and Health, Housing and Human Services departments. Stepping Up will allow us to take advantage of national resources, data and training to further improve our programs and services, enhance coordination and foster collaboration to ultimately reduce the number of people with mental illnesses in jail.

RECOMMENDATION:

Staff recommends the Board approve this resolution.

Respectfully submitted,


Chris Hoy, Chief Deputy

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

A Resolution to Support the
National Stepping Up Initiative
to Reduce the Number of People
with Mental Illnesses in Jails



Resolution No.
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WHEREAS, the national Stepping Up Initiative, the National Association of Counties, the Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in county jails through a national Call to Action; and

WHEREAS, the national Stepping Up Initiative reports prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public and that county jails spend two to three times more on adults with mental illnesses needing interventions compared to those without these treatment needs; and

WHEREAS, the national Stepping Up Initiative reports almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders and that adults with mental illnesses tend to stay longer in jail and upon release are at a higher risk of recidivism than people without these disorders; and

WHEREAS, Clackamas County recognizes that without appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; to avoid this end, Clackamas County through longstanding, cooperative efforts of the Sheriff's Office, Community Corrections and Health, Housing and Human Services departments, has developed a Transition Center to provide treatment and support services to help prevent individuals with Mental Illness from being booked into the county jail.

NOW, THEREFORE, LET IT BE RESOLVED, THAT WE, the Board of Commissioners for Clackamas County, Oregon, do hereby support the national Call to Action to reduce the number of people with mental illnesses in the Clackamas County Jail, commit to sharing lessons learned with other Oregon counties and across the country to support the national initiative and encourage all county officials, employees, and residents to participate in the national Stepping Up Initiative.

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

A Resolution to Support the
National Stepping Up Initiative
to Reduce the Number of People
with Mental Illnesses in Jails



Resolution No.
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We further resolve in support of the national Call to Action and with resources available through Stepping Up, to initiate the following objectives related to people with mental illnesses in the County jail:

- Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails;
- Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels;
- Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community;
- Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers;
- Implement research-based approaches that advance the plan; and
- Create a process to track progress using data and information systems, and to report on successes.

Dated this 7th day of January 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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

In the Matter of Declaring a
Local State of Emergency
and Declaring Emergency Measures



ORDER NO. 2015-134
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WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member is unavailable); and

WHEREAS, the following conditions have resulted in the need for a state of emergency:

Heavy rains over the past weeks have caused a landslide/mudslide in Oregon City on Beavercreek Road threatening to destroy or make uninhabitable approximately 10 units in the Berryhill Apartments/Townhome complex and approximately 70 units in the Forest Edge Apartment complex. This is approximately 250 people. The City of Oregon City declared an emergency on December 20, 2015, Resolution No. 15-39; and

WHEREAS, the following damage to life and property can be expected from the above conditions:

- Residents of the apartment units referenced above being evacuated and displaced and needing short term sheltering and long-term housing.
- Potential for search and rescue efforts if residents or others somehow get trapped due to the landslide/mudslide.
- Potential for clean-up by Oregon City depending on landslide/mudslide destruction to City property/services.

WHEREAS, the entire County is in a state of emergency and if not the entire County, an emergency is declared for the following area(s):

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

In the Matter of Declaring a
Local State of Emergency
and Declaring Emergency Measures



ORDER NO. 2015-134
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Oregon City Beaver creek Road slide area. Address includes 14155 S. Beaver creek Road and 13945 S. Beaver creek Road, Oregon City.

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, ORS 401.055 provides that upon request of Clackamas County, the Governor may declare a state of emergency by proclamation; and

WHEREAS, a preliminary assessment of property damage or loss, injuries or death is set forth hereinabove; and

WHEREAS, Clackamas County has provided or taken the following actions:

- Animal sheltering supplies and staff and enacted the Animal MAC-G
- Assistance with sheltering through the American Red Cross
- Assistance with social services issues including:
 - Assessment Team at the shelter. Team includes County Social Services, Housing Authority, Aging and Disabilities, and staff from similar state agencies
 - Working with individual clients on Section 8 Housing
 - Working with individual clients regarding other resources available to them

WHEREAS, all local resources have, or will likely be, expended, and there is need of the following additional resources from the State:

- Assistance with emergency and potentially long-term housing and other social services needs for the displaced populations
- Assistance with emergency clean-up in the slide area if slide continues
- Assistance with sheltering pets for the effected residents

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

In the Matter of Declaring a
Local State of Emergency
and Declaring Emergency Measures



ORDER NO. 2015-134
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NOW, THEREFORE, IT IS HEREBY ORDERED that

1. Jim Bernard, Vice-Chair, formally declares a state of emergency for Clackamas County, effective on this 22nd day of December, 2015 at 3:00 PM, for the area described above.

2. Upon this declaration of a state of emergency the undersigned official is empowered to assume centralized control of and have authority over all departments and offices of the County, and further the County Department of Emergency Management is empowered to carry out the appropriate functions and duties identified in County Code Chapter 6.03 during times of emergency and shall implement the Clackamas County Emergency Operations Plan.

3. Incident Command shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance from the State of Oregon. If this declaration is not ordered by a majority of the Clackamas County Board of Commissioners, it shall be taken before the Board at its next available meeting for ratification.

IT IS FURTHER ORDERED that:

4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

5. The following measures are necessary, or may become necessary as determined by Incident Command, for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

X A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

 B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

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

In the Matter of Declaring a
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and Declaring Emergency Measures

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 C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

 X D. Evacuate persons from the area designated as an emergency area;

 E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

 X F. Commit to mutual aid agreements;

 X G. Redirect funds for emergency use;


 X H. Order such other measures as are found to be immediately necessary for the protection of life and/or property. [Codified by Ord. 05-2000, 7/13/00]

6. Emergency measures that are not selected in section 5 above may be implemented by Incident Command, provided however, that such measures shall be taken before the Clackamas County Board of Commissioners at its next available meeting for ratification.


7. This declaration of emergency shall expire on January 8, 2016.

DATED this 22nd day of December, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



Commissioner Jim Bernard, Vice-Chair



Recording Secretary

RESOLUTION NO. 15-40

A RESOLUTION EXTENDING THE EMERGENCY DECLARATION IN THE CITY OF OREGON CITY

WHEREAS, the City of Oregon City has experienced several significant storms over the course of recent weeks and forecasting shows additional severe weather events in the immediate future; and

WHEREAS, the recent storm events have included significant rainfall that has saturated the soil and created dangerous situations throughout the city, including at the Berryhill Park Apartments and Forest Edge Apartments; and

WHEREAS, the forecasted storms include more rainfall as well as expected high winds, which could further exacerbate the saturated soils and result in further degradation of the conditions, both in Newell Creek Canyon and elsewhere in the City; and

WHEREAS, the recently occurring and forecasted storms are natural events that threaten the loss of life, injury to person or property, human suffering or financial loss; and

WHEREAS, the City Commission is concerned that the expected conditions will require immediate response by city staff and other measures that are currently unanticipated; and

WHEREAS, on Sunday December 20, 2015, the City Commission adopted Resolution No. 15-39, declaring an emergency for the City with an end date of December 25, 2015, but it appears that the situation leading to the declaration of an emergency will extend for a longer period of time.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The emergency declared by the Oregon City Commission on December 20, 2015, with an expected end date of December 25, 2015, is hereby extended for an additional month, until January 25, 2016, in order to allow the City to adequately address the situations caused by the severe weather events of December 2015 and expected future severe weather events.

Section 2. Additional expenditures may be required resulting from search and rescue efforts and debris removal as necessary.

Section 3. The emergency declaration issued by the Oregon City Commission on December 20, 2015, Resolution No. 15-39, is otherwise unchanged and remains in full force and effect through the end of the extended emergency period.

Approved and adopted at a special meeting of the City Commission held on the 23rd day of December 2015.



DAN HOLLADAY, Mayor

Attested to this 23rd day of December 2015:



Kattie Riggs, City Recorder

Approved as to legal sufficiency:



Carrie Puck
City Attorney

January 7, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for Grants from Oregon Department of Transportation Special
Transportation Formula Discretionary Funds through Ride Connection, Inc., for
Clackamas County Seniors and People with Disabilities

Purpose/Outcomes	Agreement with Ride Connection, Inc. to provide funding for transportation services to seniors and/or people with disabilities residing in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum grant award is \$513,535. The contract is funded through the Ride Connection, Inc. agreement with TriMet and the Oregon Department of Transportation.
Funding Source	State Special Transportation Formula Discretionary Funds - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2019
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for grant funds from Oregon Department of Transportation Special Transportation Formula Discretionary (STF-D) Funds through Ride Connection, Inc. for services provided by Clackamas County Social Services Division, Transportation Reaching People program (TRP). TRP is part of the Clackamas County Transportation Consortium which currently includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. With the completion of the Regional Elderly and Disabled Transportation Plan, the Consortium was designated as the local coordinating council for Clackamas County. This grant will provide funding for TRP in the amount of \$513,535 for enhanced transportation services. Transportation services are offered to area seniors and persons with disabilities that have limited or no access to public transportation.

The initial three-year grants will be to develop a dedicated non-emergency transportation service (\$248,330) and a dedicated dialysis transportation service (\$265,205). The grand total of this proposed three year application will be up to \$513,535. The grant, if awarded, would provide funding for (2) full-time drivers and additional dispatch services. No County General Funds are involved. This STF-D funding will fund these projects with Clackamas County Social Services Division, Transportation Reaching People program for FY16/17, FY17/18 and FY18/19.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift
Director

January 7, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Sub-Recipient Agreement with Clackamas Women’s Services
for Advocacy Services in Rural Clackamas County

Purpose/Outcomes	This contract provides for advocacy services for victims of domestic, sexual and stalking violence in rural areas of the county.
Dollar Amount and Fiscal Impact	\$62,348.
Funding Source	Office of Violence Against Women Rural Grant
Safety Impact	N/A
Duration	Effective October 1, 2015 and terminates on September 30, 2016
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe and increased self-sufficiency for our clients 2. Ensures safe, healthy and secure communities
Contact Person	Tiffany Hicks
Contract No.	7456

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women’s Services advocacy services in rural Clackamas County. Services to be provided under this contract include: advocacy, resource referral, and safety planning and crisis intervention for victims of domestic, sexual and stalking violence.

This Agreement has been reviewed and approved by County Counsel. It is effective retroactive from October 1, 2015 through September 30, 2016. The retroactive status is due to continued negotiations and County review process that started prior to recommended start date. No County funds are being used for this Agreement.

RECOMMENDATION:

Staff recommends the Board approval of this subrecipient agreement and authorizes Richard Swift, Health Housing and Human Services Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 16-024**

Project Name: ***OVW Rural Domestic Violence Advocacy Services***

Project Number: ***N/A***

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of H3S – Children, Youth & Families Division (COUNTY) and **Clackamas Women’s Services**, an Oregon Nonprofit Organization (SUBRECIPIENT).

Clackamas County Data

Grant Accountant: ***Judy Anderson-Smith***

Program Manager: ***Tiffany Hicks***

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
503-742-5422
Jsmith2@co.clackamas.or.us

Clackamas County – Children, Youth & Families Division
2051 Kaen Rd.
Oregon City, OR 97045
503-722-6867
thicks@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: ***Melissa Erlbaum***

Program Representative: ***Amy Doud***

Clackamas Women’s Services
256 Warner Milne Rd
Oregon City, OR 97045
503-557-5810 (Melissa)
503-655-8600 (Stephanie)
Email: melissae@cwsor.org

Clackamas Women’s Services
256 Warner Milne Rd
Oregon City, OR 97045
503-654-2807
Email: amyd@cwsor.org

DUNS: 959059759

RECITALS

1. Clackamas Women’s Services (“SUBRECIPIENT”) assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threats, sexual harassment and all types of abuse in their lives. Clackamas Women’s Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women’s Services works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. Clackamas County (“COUNTY”) desires to have its citizens share in the benefits of SUBRECIPIENT resources to enhance victim safety in cases of domestic violence, dating violence, sexual assault, and stalking in rural areas by encouraging collaborative partnerships among criminal justice agencies, victim service providers and community organizations to respond to these crimes. In addition, the program supports provisions of services to the victims of such violence and encourages communities to work in coordination to develop education and prevention strategies directed towards these issues.

3. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **October 1, 2015** and shall expire on **September 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of Federal Award (Award #: 2013-WR-AX-0031, award date: 9/19/2013) that is the source of the grant funding, in addition to compliance with requirements of Title 28 of the *Code of Federal Regulations* (CFR), Part 90. A copy of this grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA] #: 16.589)** issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$62,348**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$1,000,000 in Federal Funds have been obligated to COUNTY on this award and further certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - d) **Match.** Matching funds are not required for this Agreement.
 - e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages**, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT has provided COUNTY with a copy of this rate agreement (cognizant agency: Department of Justice).
 - g) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - h) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E and E-1 for each period (monthly, quarterly, and final) during the term of this Agreement.
 - j) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement Request on a monthly basis.
 - k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F), performance (Exhibits E & E.1), and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.

- l) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- m) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- n) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- o) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <http://harvester.census.gov/sac/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- p) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- q) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or

applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- r) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OVW Rural Grant #2013-WR-AX0031, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- s) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by Office on Violence Against Women.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$100,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for

the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related

to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been

received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
 - k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
 - l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)

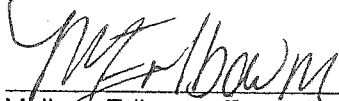
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Clackamas Women's Services

By: _____
Chair

By: 
Melissa Erlbaum, Executive Director

By: _____
Recording Secretary

Dated: 12/28/15

Dated: _____

Approved to Form

By: 
County Counsel

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit E.1: Work Plan Reporting Form
- Exhibit F: Final Financial Report
- Exhibit G: 2013-WR-AX-0031 Special Conditions

EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES

PROJECT NAME: Sexual Assault, Domestic Violence, Dating Violence and Stalking Rural Advocacy	AGREEMENT #16-024
SUBRECIPIENT: Clackamas Women's Services	

BACKGROUND

The Department of Justice Office on Violence Against Women Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Assistance Program implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994; reauthorized through the Violence Against Women Act of 2000 and again through the Violence Against Women and Department of Justice Reauthorization Act of 2005. Rural program grant funds are used to support programs that:

- Identify, assess, and appropriately respond to child, youth, and adult victims of domestic violence, dating violence, sexual assault and stalking in rural communities by encouraging collaboration among domestic violence, dating violence, sexual assault, and stalking victim service providers, law enforcement, prosecutors, courts, other criminal justice service providers, human and community services providers, educational institutions, and health care providers
- Establish and expand nonprofit, nongovernmental, State, Tribal territorial, and local government victim services in rural communities
- Increase the safety and well-being of women and children in rural communities by dealing directly and immediately with domestic violence, dating violence, sexual assault and stalking occurring in rural communities
- Creating and implementing strategies to increase awareness and prevent domestic violence, dating violence, sexual assault, and stalking.

PROJECT

Through this project, Clackamas Women's Services will employ 1.0 FTE advocate to provide services and support to a minimum of 40 unduplicated rural victims of domestic violence, dating violence, sexual assault, and stalking.

The advocate will provide ongoing support to rural victims including:

- Crisis intervention
- Lethality protocol follow-ups
- Short and long term safety planning,
- Information & referrals
- Advocacy and ongoing emotional support

The Advocate will conduct a minimum of 4 Community Presentations or Outreach Events related to domestic violence stalking and sexual assault outreach and awareness of available services. Presentations will take place throughout rural Clackamas County with at least one in each of the following locations: Canby, Molalla, Estacada and Sandy.

EXHIBIT B
CLACKAMAS WOMEN'S SERVICES PROGRAM BUDGET

Organization:	<i>Clackamas Women's Services</i>
Service:	<i>OVW Rural Domestic Violence Advocacy Services</i>
Program Contact:	<i>Amy Doud</i>
Date:	<i>10/1/2015 - 9/30/2016</i>

<i>Category</i>	<i>Approved Grant Amount</i>	<i>Required Match</i>	<i>Approved Total</i>
Personnel (List salary, FTE & Fringe costs for each position)			
1.0 FTE Rural Advocate	\$ 33,280.00		\$ 33,280.00
1.0 Rural Advocate Fringe	\$ 8,071.00		\$ 8,071.00
.10 FTE Program Manager	\$ 6,200.00		\$ 6,200.00
Total Personnel Services	\$ 47,551.00		\$ 47,551.00
Travel			
Mileage	\$ 1,920.00		\$ 1,920.00
Other			
Client Aid	\$ 5,500.00		\$ 5,500.00
Rent/Occupancy	\$ 1,692.00		\$ 1,692.00
Total Program Costs	\$ 9,112.00		\$ 9,112.00
Indirect Costs (14.1% of Salaries/Wages)	\$ 5,685.00		\$ 5,685.00
Total Grant Costs	\$ 62,348.00		\$ 62,348.00

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Clackamas Women's Services - OVW Rural Advocacy


Melissa Erlbaum, Executive Director



Signature

Date

Exhibit D REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.
All expenditures must have adequate supporting documentation.

Subrecipient: <u>Clackamas Women's Services</u> Address: <u>256 Warner Milne Rd.</u> <u>Oregon City, OR 97045</u> Contact Person: <u>Melissa Erlbaum</u> Phone Number: <u>503-557-5810</u> E-mail: <u>mellisae@cwsor.org</u>	Grant Number: <u>16-024</u> Report Period: _____ Contract #: _____ Federal Award #: <u>2013-WR-AX-0031</u> CFDA(s): <u>16.589</u>
--	--

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION
 By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by: _____
Authorized Signer: _____
Date: _____

Department Review
Project Officer Name: _____
Department: _____
Signature: _____ **Date:** _____

EXHIBIT E: MONTHLY OR QUARTERLY AND FINAL PERFORMANCE REPORT

PROJECT NAME: Sexual Assault, Domestic Violence, Dating Violence and Stalking Rural Advocacy	AGREEMENT #16-024
SUBRECIPIENT: Clackamas Women's Services	

PERFORMANCE REPORTING

1. The SUBRECIPIENT must submit a **quarterly** Performance Report, to the Clackamas County Program Manager, no later the 15th day of the month following the end of the calendar quarter, reporting on the measures described in **Exhibit E.1 Work Plan and Quarterly Report**.
2. The SUBRECIPIENT must submit a Final Performance Report no later than October 15, 2016. All reports must be submitted in the format shown in **Exhibit E.1 Work Plan and Quarterly Report**. The reports should be submitted electronically to Tiffany Hicks (thicks@clackamas.us).
 - A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
 - The reasons for slippages if established outputs/outcomes were not met.
 - Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Subrecipient must notify Clackamas County Program Manager of developments that have a significant impact on the grant supported activities. The Subrecipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

Clackamas County Department of Children, Youth & Families

Exhibit E.1: Work Plan and Quarterly Report

Provider: Clackamas Women's Services

Activity: **Sexual Assault, Domestic Violence, Dating Violence and Stalking Rural Advocacy**

Contact: Melissa Erlbaum, Executive Director

Contract Period: October 1, 2015—September 30, 2016

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Total
Provide 1.0 FTE advocate to work exclusively with a minimum of 40 rural victims of domestic violence, dating violence, sexual assault, and stalking through Lethality Assessment Protocol follow-up with Protective Order advocacy. The advocate will	<p>90% of all rural survivors requesting services will report:</p> <ul style="list-style-type: none"> • They have developed or understand how to develop a basic short/long term safety plan • Increased knowledge/awareness of resources to support their life in a violence-free environment • The requested services met their needs <p>100% of victims who receive safety planning services will be informed about the protective order process. <i>If not appropriate, provide an explanation in the narrative.</i></p>	<p># of victims receiving requested services</p> <p># of victims seeking services who were partially served</p> <p># of victims seeking services who were not served</p> <p>% of victims receiving requested services</p> <p># of victims requesting protective orders</p> <p># of victims receiving assistance filing protection orders</p> <p># of protection orders granted</p> <p># of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment</p>					

provide ongoing support; including crisis intervention, lethality protocol follow-ups, short and long term safety planning, information & referrals, advocacy and ongoing emotional support to 40 unduplicated rural victims	100% of victims seeking a protective order will receive support in filing for the order. <i>If request is denied, provide an explanation in the narrative as to why not appropriate</i> Measurement Tool(s): Personal response (self- disclosure) and Surveys will be used to measure the effectiveness of the advocacy support, community referrals and knowledge provided that the survivors utilized to assist them in keeping themselves and their children safe and living in an abuse free environment.	% of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment					
		# of victims reporting that services met their needs					
		% of victims reporting that services met their needs					

Advocate will regularly attend Rural Domestic Violence Collaborative meetings (as scheduled)	90% participation at the RDVC meetings.	% participation at RDVC mtgs.					
CWS will work with local law enforcement on all LAP calls from the rural areas	95% of LAP calls from rural areas where the victim screens in according to the protocol will receive crisis line support from a CWS advocate	# of rural LAP calls where the victim screens in					
		% of victims screened in receiving crisis line support					
Advocate will promote rural services through community outreach, tabling at events and providing educational presentations in rural	Outreach needs to be emphasized in targeted communities of Canby, Molalla, Estacada and Sandy respectively, with at least one activity in each community.	Number of Tabling Activities/Community					
		Number of people reached (estimate)					

Clackamas County.		Number of Presentations/Community					
<p>CWS will provide emergency basic needs funds to 25 rural participants who screen in through the LAP.</p> <p>This would include: emergency motel vouchers, transportation assistance, etc.</p>	<p>85% of participants receiving emergency basic needs funds will report an immediate need met</p>	# participants receiving emergency basic needs funds					
<p>By June 30, 2015, CWS will provide crisis support to 75 rural individuals. Families will receive crisis support, safety planning, assistance with restraining orders,</p>	<p>85% of rural crisis support participants will report that after working with this agency, they know more about available resources and how to access them to stay safe</p>	# of victims receiving requested services					
		# of victims seeking services who were partially served					
		# of victims seeking services who were not served					
		% of victims receiving requested services					
		# of victims requesting protective orders					
		# of victims receiving assistance filing protection orders					

parenting education, family violence information and support, and access to other CWS and community services, education and support.		# of protection orders granted					
		# of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment					
		% of victims reporting increased knowledge (safety planning) and awareness of resources to support their life in a violence-free environment					
		# of victims reporting that services met their needs					
CWS will fill out the OVW semi-annual rural reporting form and submit to CYF by January 15 th and July 15 th of each year.							

* The advocate missed one meeting this quarter however, there was representation from CWS at the meeting.

EXHIBIT E.1 – cont'd
Children, Youth & Families Division
Work Plan October 2015 – September 2016
Comments and Narrative

October-December Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

January-March Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

April-June Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

July-September Narrative:

Explanation of victims partially or not served:

Explanation of why a request for assistance to file a protective order was not appropriate:

Support services provided:

Referrals to which agencies/resources:

Success story:

EXHIBIT F: FINAL FINANCIAL REPORT

Project Name: OVW Rural Domestic Violence Advocacy Services	Agreement #: 16-024
Federal Award #: 2013-WR-AX-0031	Date of Submission:
Subrecipient: Clackamas Women's Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Final Financial Report

Report of Funds received, expended,
and reported as match (if applicable)
under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 2):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Subrecipient's Certifying Official's telephone: _____

DRAFT

Approval of Previous Business Meeting Minutes:

December 3, 2015

December 10, 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 3, 2015 – 10:00 AM

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**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Carlotta Collette, Metro – spoke regarding a grant award for the North Milwaukie Industrial Redevelopment Plan and presented a check to the County in the amount of \$200,000 from this grant. It will develop and implement redevelopment based strategies to enhance economic opportunities, increase job creation and investment and ensure a framework for quality development. She introduce Wilda Parks and Bill Monahan from the City of Milwaukie.

~Board Discussion~

II. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 07-2015 Amending Chapter 2.09, County Administrator, of the Clackamas County Code
Stephen Madkour, County Counsel presented the staff report.
Chair Ludlow opened the public and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read by title.

MOTION:

Commissioner Smith: I moved we read the ordinance by title only.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passed 5-0. Chair Ludlow asked the Clerk to read the ordinance by title only, he then asked for a motion.

MOTION:

Commissioner Smith: I moved we Adopt Ordinance No. 07-2015 Amending Chapter 2.09, County Administrator of the Clackamas County Code.
Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passed 5-0

2. Second Reading of Ordinance No. 08-2015 Amending Chapter 6.03, Emergency Management, of the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

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

MOTION:

Commissioner Schrader: I moved we read the ordinance by title only.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passed 5-0. Chair Ludlow asked the Clerk to read the ordinance by title only, he then asked for a motion.

MOTION:

Commissioner Savas: I moved we Adopt Ordinance No. 08-2015 Amending Chapter 6.03, Emergency Management, of the Clackamas County Code.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

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

3. First Reading for Ordinance **No. 09-2015**, Repealing the Moratorium on Medical Marijuana Dispensaries (Chapter 6.12 of the Clackamas County Code) and Repealing Medical Marijuana Facility Regulations (Chapter 8.09 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 by title only.

MOTION:

Commissioner Savas: I moved we read the ordinance by title only.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 5-0. Chair Ludlow asked the Clerk to assign a number and read the ordinance by title only.

Chair Ludlow announced the second reading will be on December 17, 2015 at the regular scheduled Business meeting at 6:00 PM.

III. BOARD DISCUSSION ITEM

County Counsel

1. Board Order No. **2015-123** Authorizing Acceptance of the Offer to Sell the Former Gladstone Elections Building, 825 Portland Ave.

Stephen Madkour, County Counsel presented the staff report.

~Board Discussion~

Chair Ludlow asked for a motion.

MOTION:

Commissioner Smith: I moved we approve the Board Order Authorizing acceptance of the offer to sell the former Gladstone Elections Building at 825 Portland Ave.

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 passed 5-0.

VI. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

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.

A. Health, Housing & Human Services

1. Approval of an Agency Services Contract with Family SkillBuilder (FSB) for In-Home Safety and Reunification Service (IHRS) – *Children, Youth & Families*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Crisis Respite Service – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of a Cooperative Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1 to Transfer Administration of the Local Septic Program (*also under WES, V.1*)

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

2. Request by the Clackamas County Sheriff's Office to Amend the Intergovernmental Agreement with the Oregon State Marine Board for the Clackamas County Boating Action Plan - CCSO

V. WATER ENVIRONMENT SERVICES

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

1. Approval of a Cooperative Intergovernmental Agreement between Clackamas County Department of Transportation and Development and Clackamas County Service District No. 1 to Transfer Administration of the Local Septic Program *(also under DTD B.1)*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED - 11:01 AM

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BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Wednesday, December 10, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Song from Oregon's New History Minstrels, Quartet.

I. PRESENTATION

1. Presentation on Clackamas County Participation in NACo's "Live Healthy" Program
Dylan Blaylock, Public and Government Affairs presented the staff report and showed a short video.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Steve Schopp, Tualatin – concerns regarding Metro and urban and rural reserve.

III. PUBLIC HEARINGS

1. Reading and Adoption of a Board Order No. **2015-124** Amending Local Contract
Review Board Rules, County Code Appendix C
Stephen Madkour, 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 order by title.

MOTION:

Commissioner Smith: I move we read the board order by title only.
Commissioner Bernard: Second.
Clerk calls the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 4-0. He asked the Clerk to assign a number and read the order, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we read the board order by title only.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

2. Reading and Adoption of Ordinance No. **10-2015** Amending Chapter 2.05, Personnel Policies and Procedures for Clackamas County Employees Relating to State Law Changes Regarding Sick Leave and Declaring an Emergency

Christina Thacker, 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 asked for a motion to read the ordinance in full.

MOTION:

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

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 4-0. He asked the Clerk to assign a number and read the ordinance, he then asked for a motion.

MOTION:

Commissioner Bernard: I move we adopt ordinance No. 10-2015, amending chapter 2.05, Personnel policies and Procedures for Clackamas County Employees Relating to State Law Changes Regarding Sick Leave and declaring an emergency.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

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

3. Resolution No. **2015-125** for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reductions) for Fiscal Year 2015-2016

Diane Padilla, Budget Manager presented the staff report.

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

MOTION:

Commissioner Smith: I move we approve the Resolution for a Clackamas County Budget (Greater than 10% and Budget Reductions) for FY 2015-2016.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

IV. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

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

A. Health, Housing & Human Services

1. Approval of an Amendment to the Agreement with Clackamas County Children's Commission, Inc. for Screening and Home Visiting Services for High Risk Families – *Children, Youth & Families*

B. Finance Department

1. Resolution No. **2015-126** for a Clackamas County Supplement Budget (Less than 10%) for Fiscal Year 2015-2016
2. Resolution No. **2015-127** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2015-2016
3. Resolution No. **2015-128** for Clackamas County for Transfer of Appropriations for Fiscal Year 2015-2016
4. Resolution No. **2015-129** Affirming that the Clackamas County 2015-2016 Fiscal Year Budget is Appropriated by Organization Unit

C. Business & Community Services

1. Approval of an Intergovernmental Agreement between Clackamas County and the City of Milwaukie for the Metro Community Planning and Development Grant (CPDG)
2. Approval of an Intergovernmental Agreement between Clackamas County and Metro for the Metro Community Planning and Development Grant (CPDG)

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

E. Department of Emergency Management

1. Approval of Sub-Recipient Grant Agreement 16-023 between Clackamas County Emergency Management Department and Oregon Department of Forestry, North Cascades District for Firewise Communities Program

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. **2015-130** for North Clackamas Parks and Recreation District for a Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

VI. LIBRARY DISTRICT OF CLACKAMAS COUNTY

1. Resolution No. **2015-131** for the Library Service District for a Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

VII. ENHANCED LAW ENFORCEMENT DISTRICT

1. Resolution No. **2015-132** for an Enhanced Law enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2015-2016

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:08 AM

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Dave Cummings
Chief Information Officer

Technology Services

January 7, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3436-15
with the Oregon Department of Revenue for
Digital GIS Tax Lot Conversion

Purpose/Outcomes	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
Dollar Amount and Fiscal Impact	This semi-annual IGA Contract is \$42,000 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
Funding Source	State of Oregon, Department of Revenue
Duration	Terminates June 30, 2017
Previous Board Action/Review	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
Strategic Plan Alignment	1. Creation of a publicly available internet based data and document portal including all legally available data 2. Building public trust through good government
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the State Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our Fall 2015 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3436-15 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,

David Cummings
Chief Information Officer

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT #3436-15**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of **\$42,000.00** to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2016** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before *January 31, 2017*.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other 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.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

County shall require and ensure that each of its subcontractors complies with these requirements.

- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any

audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or

2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County 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 unless such third persons are individually identified by name herein

and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County 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 provisions held to be invalid.
- F. Notice. 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, or mailing the same, postage prepaid, to the Department or the County 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. 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.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. 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 the Department and/or other agency or department of the State of Oregon and the County 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; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District 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 it is 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. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, 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.

DEPARTMENT:
State of Oregon, acting by and through its
Department of Revenue

COUNTY:
Clackamas County

By: _____
Jerilyn Irvine, Contracts Specialist

Date: _____

Telephone: (503) 947-2623

Fax No: (503) 945-8382

By: _____

Title: _____

Date: _____

Telephone: _____

Fax No: _____

Authorized Agency Signature

By: _____
Toni Payseno, Procurement and Contracts Manager

Date: _____

EXHIBIT A

AWARD LETTER

COUNTY GRANT PROPOSAL



Oregon

Kate Brown, Governor

Department of Revenue
Property Tax Division
955 Center St NE
PO Box 14380
Salem, OR 97309-5075
www.oregon.gov/dor

December 2, 2015

Eric Bohard, Technical Services Division Manager
Clackamas County Technical Services
121 Library Court
Oregon City, OR 97045

Dear Mr. Bohard,

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2016 through December 31, 2016.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1,500 Taxlots	\$ 42,000.00
2		
Total		\$ 42,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Bram N. Ekstrand
Property Tax Assistance and Oversight Section Manager
Oregon Department of Revenue

cc: County Assessor
DOR Finance Department
File

ORMAP Grant Application

Section I. County and Grant Information			
A. County: Clackamas		B. Funding Cycle: Fall 2015	
C. Project will help meet ORMAP Goal(s): 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		D. Fund Request: \$42,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, 1,500 rural and urban tax lots will be completed to ORMAP standards for this project period.</p>			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input checked="" type="checkbox"/>	Taxlot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
December 31, 2016			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Taxlot Conversion (COGO/ Annotate)	1500	\$28	\$42,000
County contribution (Detailed below)			\$45,000
Total for project			\$87,000
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Surveyor	\$5,000 – Control points		
Clackamas County Assessor's Office	\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.		
Clackamas County GIS	\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion		
A. Assessor's Signature & Date:		<i>See File Copy</i>	
F. Fiscal Coordinator – Name & Contact Number:		Eric Bohard 503-723-4814	

G. Project Coordinator – Name & Title:	Eric Bohard, Technical Services Division Manager
E-mail address:	ericboh@clackamas.us
Phone Number:	503-723-4814
Mailing Address:	Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

Section III. Detail Project Information –Answer all questions

A. Overview

1. Describe what the project is trying to accomplish.

Clackamas County is continuing to undergo a taxlot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications.

2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?

The project will cover newly created urban and existing rural and resource tax lots in selected parts of the County where acceptable survey ground control exists. As new subdivisions are created, urban tax lots are re-mapped into the GIS database.

3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the Spring 2007 contract, the efforts have shifted to rural tax lots. However, as new urban tax lots are created, those are immediately brought into the digital GIS database to ORMAP standards. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	111,805
Tax Lots Completed (COGO, rectified, and annotated)	111,805 (100%)

Rural Tax Lots: (\$342,215 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, 2995, 3036, 3064, 3107, 3150, 3374)

Total Rural Tax Lots:	45,675
Tax Lots Completed*:	31,837 (70%)

*4,743 additional parcels are in progress and waiting for annotation (9,095 tax lots have not been started)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	931
Tax Lot Completed*:	488 (52%)

*443 additional parcels are in progress and waiting for annotation

4. Describe, in detail, your technical approach to the project (such as, mapping methodology).

We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as “anchors” or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to “fill in” the areas in-between the anchors. As we build

the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical. The use of ESRI's Parcel Fabric also will be used whenever possible.

5. Describe the project deliverables.

This project will deliver 1500 additional re-mapped tax lots, fully annotated, using our technical approach and rectified to control meeting ORMAP rural tax lot standards and as new subdivisions are created, typically in the urban areas, those tax lots are mapped to ORMAP urban standards.

6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.

County staff is used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards.

7. How will the county cartographer integrate the deliverables into the County's maintenance plan?

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to create the tax maps, directed exclusively by the County Cartographer.

8. Provide a project timeline with milestones or completion dates.

To date, all urban tax lots are completed. As urban tax lots are created during this project period, those are completed. This project deals only with rural tax lots, of which 66% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 4 in December 2019. Thus far, we have remapped to ORMAP specifications 90% of the total. To date, 140,784 tax lots have been captured and annotated in our GIS, leaving approximately 16,291 tax lots comprising rural and resource level tax lots to complete.

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

9. Does this project have any partnerships? If yes, please identify them.

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

10. Describe any innovations utilized by this project.

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product. Recently, we started utilizing ESRI's Parcel Fabric schema.

11. Detail Costs (who is paying for what).

Approximately 48% of this project is paid by ORMAP funding. The remaining will come from County resources. The County's Survey Office is providing ground control at county expense. The County Assessor's

Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

B. Quality Control

1. Who will be responsible for quality control (QC)?

All Quality Control is the responsibility of Clackamas County’s Departments of Assessment and Taxation and Technology Services, GIS Division.

2. Will county cartography staff review the deliverables?

Yes. The cartography staff in the Assessor’s Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

3. Will there be a review by Department of Revenue’s cartography staff?

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

4. Describe QC procedures.

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manor will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

C. Project Detail

1. Is this project an “edge matching project”? If so, how much of the county boundary will be completed?

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

2. Is this project part of an ongoing or multi-phased remapping project?

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan.

3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?

	Total Countywide	Meet Tech Specs	Percent Complete
Taxlots	158,411	144,130	91
Tax Maps	3,360	1,800	54

4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?

No, our anticipated completion date is December 2019, perhaps sooner.

5. Is this project part of a multi-county effort? If so, please explain.

No

6. Will the project cost be affected if it is not fully funding this cycle?

Yes. It will delay our overall completion time.

D. Data Availability

1. Does the county have a data sharing agreement with the State?

Yes

2. Identify any data restrictions or licensing issues.

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement.

E. Background Information

Any other information that you feel may help support the project.

F. Other Issues - Please identify.

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 or.map@state.or.us

G. Racial and Ethnic Impact Statement

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 17 day of September, 2015, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

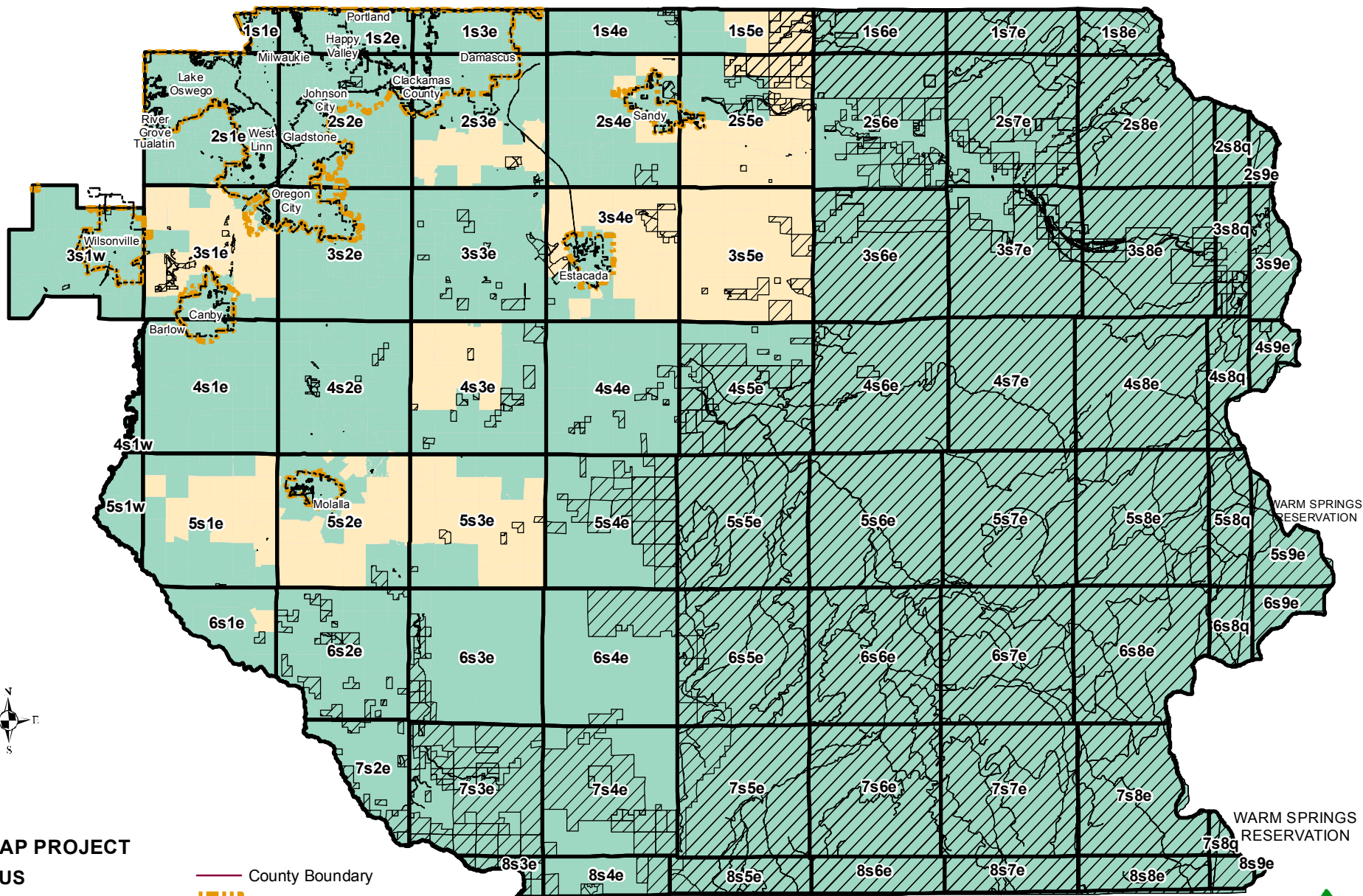
Signature: /s/ Eric Bohard

Printed Name: Eric Bohard Title: Technical Services Manager

¹“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

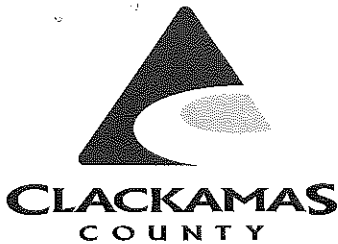
ATTACHMENT 1

ORMAP PROJECT STATUS SEPTEMBER 2015



ORMAP PROJECT STATUS

- Completed or In Progress
- Not Started
- County Boundary
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands



8

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

January 7, 2016

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

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement
With City of Damascus**

Purpose/ Outcomes	City of Damascus will provide up to 6 days for youth offenders to complete community service projects, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	West Linn, Oregon will provide up to \$2,040 through June 30, 2016. There are no general fund dollars required.
Funding Source	City of Damascus, Oregon
Duration	Effective through June 30, 2016
Previous Board Action	None
Strategic Plan Alignment	This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" by providing an avenue for youth to work in their communities and earn income to pay their victims for damages incurred and to pay their attorney fees and fines.
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The City of Damascus and the Juvenile Department have worked collaboratively to provide community service work crew days for youth offenders to work within the City of West Linn. This Intergovernmental Agreement provides up to 6 days of work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY, OREGON
AND THE CITY OF DAMASCUS, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE
CITY OF DAMASCUS LITTER PROJECT

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of Damascus (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for the Juvenile Department, Project Payback Program to provide supervised Youth Offender Work Crews (Work Crew) to perform general labor at sites under the control of the CITY.

II. Scope of Work and Cooperation

A. CITY agrees to accomplish the following work under this agreement:

1. Identify Work Crew projects, such as litter patrol, brush cutting/clearing, painting, ivy removal and leaf pick up/removal in Damascus.
2. Schedule Work Crew projects on a mutually agreed upon schedule.
3. Provide needed materials.
4. Obtain right of entry for work done on property not owned or controlled by the CITY.

B. COUNTY agrees to:

1. Collect litter from roadsides that are maintained by the Clackamas County Roads Department within the Damascus city limits.
2. Provide all labor and supervision. Supervisors will be trained and experienced in managing each work crew, with specific attention being paid to roadside safety. Approximately 5 to 8 youth shall be provided for each crew.
3. Use department involved youth to provide the services covered in this agreement and to ensure that appropriate youth are selected for participation. At no time will COUNTY use contracted labor for work on this project, other than crew supervisors. If COUNTY cannot meet these obligations, they will report said problems within 10 days to CITY's Community Services Director.

4. Collect all visible, unconcealed litter objects, greater than approximately one square inch in size. Bulky items may be separately set along the roadside. Items of excess, unmanageable weight, shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. COUNTY is responsible for the safety of the crews.
5. Will be responsible for collecting and disposing of filled garbage bags.

III. Compensation

A. Compensation. The work will be performed on an as-needed basis, to be scheduled on dates agreed to by both parties. The specific locations and scope of work will be document in work order form submitted by CITY to COUNTY. CITY agrees to pay COUNTY an amount not to exceed \$340.00 per day for up to 6 days, total amount not to exceed \$2,040.00 for the services set forth in this Agreement. The rate is based on an estimate that work crews will clear litter up to 1.5 miles of roadway per day.

B. Payments. Interim payments shall be made on the basis of requests for payment submitted as follows:

1. COUNTY may bill quarterly, including itemized detail of hours worked.
2. All requests for payment are subject to the approval of CITY consistent with the terms of this Agreement.
3. CITY payments shall be mailed to:

Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City
OR 97045; Attn. Crystal Wright

IV. Liaison Responsibility

Dan O'Dell will act as liaison from CITY for this project. Wayne Curry will act as liaison from the COUNTY.

V. Special Requirements

- A. Hazardous Materials. In the event known or suspected hazardous material is discovered by COUNTY work crews at any work site, the supervisor shall immediately cease work activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority. No Work Crew provided under this agreement shall be required to clean up any work site when known or suspected hazardous materials are present.

- B. Conformance to Laws. COUNTY and CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Specifically, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all 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 CITY or its employees. COUNTY agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all 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 COUNTY or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- D. Insurance. Each party agrees to maintain insurance levels 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 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.
- E. 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 reports and documents should 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 subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

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. Effective date. This agreement becomes effective December 15, 2015 or upon final signature whichever is later, and continues until June 30, 2016, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to two (2) additional one year terms with the written approval of both parties.
- B. Termination. This agreement is subject to termination by either of the parties following thirty (30) days written notice to the other.

VIII. Debt Limitation of Oregon Counties

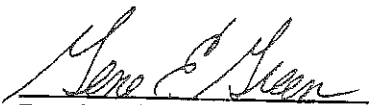
This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF DAMASCUS

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Dated this ___ day of January, 2016.


Dan O'Dell
Title: *City Manager Pro Tem*
Gene E. Green

Chair

Recording Secretary

Approved as to form:



County Counsel



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

9

January 7th, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Partnership Agreement with the
Clackamas Workforce Partnership (CWP)

Purpose/Outcomes	Revised Partnership Agreement
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	This agreement shall take effect when authorized by CWP and CCBC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31 st . Termination shall be effective at midnight of the following June 30 th , the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.
Previous Board Action/Review	12/15/15: Study Session was held and the Clackamas Workforce Partnership provided the BCC with an annual report along which included a review of the Partnership Agreement.
Contact Person	Cindy Hagen, Business & Economic Development – BCS 503-742-4328

BACKGROUND:

The Clackamas Workforce Partnership board has been identified by the BCC as the Clackamas workforce area's fiscal agent and administrative entity. The Clackamas Workforce Partnership is a 501 (c) 3 organization governed by a board of directors responsible for developing policy and overseeing local workforce development initiatives in partnership with the BCC. To date this work has been guided by a Memorandum of Agreement which is set to expire on December 31st, 2015.

The attached Partnership Agreement replaces the Memorandum of Agreement and is updated with the new federal guidelines as required by the Workforce Innovation and Opportunity Act of 2014.

The Partnership Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Partnership Agreement with the Clackamas Workforce Partnership.

Respectfully submitted,

Gary Barth, Director
Business & Community Services

**Partnership Agreement
Between the
Clackamas Workforce Partnership and the
Clackamas County Board of County Commissioners**

November, 2015

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

1. Parties

This Agreement is between the Workforce Investment Council of Clackamas County DBA Clackamas Workforce Partnership (CWP) and the Clackamas County Board of County Commissioners (CCBCC), hereinafter collectively referred to as the "parties."

This replaces and supersedes the Memorandum of Agreement dated February 6, 2015.

2. Clackamas Workforce Partnership Responsibilities

CWP shall:

- A. Perform workforce board duties as required by the Workforce Innovation and Opportunity Act of 2014 ("WIOA"), the State of Oregon, Federal and State of Oregon grant agreements, other applicable Federal, State and local laws, rules and agreements and this Partnership Agreement;
- B. Remain a nonprofit Oregon corporation in good standing with Federal tax exempt status;
- C. Serve as the Clackamas workforce area's fiscal agent and administrative entity as designated by the CCBCC;
- D. Develop the annual budget, subject to the approval of CCBCC;
- E. Establish standards for and oversee the Clackamas workforce system, subject to the terms of a Memorandum of Understanding ("MOU") executed with partner agencies;
- F. Develop and approve the Clackamas workforce area's strategic workforce plan for submission to the Governor;
- G. Deliver an annual report on activities during the preceding year;
- H. Purchase insurance; to the extent it is available, to reasonably cover risks and liabilities;
- I. Solicit and accept public and private funds;
- J. Maintain strong linkages with private industry, local governments, and local educational and economic development agencies;
- K. Procure and award workforce area contracts make purchases and enter into leases as authorized by the budget;
- L. Maintain a system to hear and resolve grievances and complaints brought by customers and other interested parties;
- M. Furnish copies of audit reports to the CCBCC;
- N. Comply with all applicable Federal, State and local laws, rules, policies and procedures;

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

- O. Establish and maintain an audit committee and maintain as a member the county employee described in section 3G. The audit committee shall prepare or supervise the preparation of all financial statements and other official financial information provided to the public; design and implement systems of internal controls to ensure CWP compliance with applicable laws, policies and procedures and appropriate risk management measures; facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and issue an RFP for audit services every three to five years using federal procurement guidelines.
- P. Have authority to administer job-training/workforce development programs and services not limited to those services authorized by WIOA, and may receive any available funds that are unrelated to WIOA.
- Q. In the event liability for CWP workforce expenditures or operations occurs, the following priorities shall apply:
 - i. First Priority: CWP shall attempt to recover funds from the contractor, agent for third party causing the liability;
 - ii. Second Priority: CWP shall attempt to recover funds from an insurance carrier or bond issuer;
 - iii. Third Priority: CWP shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - iv. Fourth Priority: CWP shall repay the liability utilizing the contingency fund established for this purpose.
 - v. Final Priority: As a last resort and only to the extent required by the WIOA or other federal or state law, County shall repay any otherwise unpaid liability.
- R. CWP will indemnify and hold the CCBCC members and officers harmless from all liability resulting from their CCBCC service, to the extent allowed by law and permitted by the terms of the grants administered by CWP;
- S. Adopt and amend bylaws, which shall be consistent with this agreement and subject to review and approved by CCBCC; and,
- T. Appoint the Clackamas Workforce Partnership's Board of Directors.

3. CCBCC Responsibilities

CCBCC shall:

- A. Appoint CWP Board members;
- B. Identify one Commissioner to operate as ex-officio on the CWP Board and Executive Committee;

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

- C. Review and approve the Clackamas workforce area's strategic workforce plan for submission to the governor;
- D. Designate the fiscal agent and administrative entity of the workforce area;
- E. Provide oversight of CWP Bylaws;
- F. Perform oversight and other responsibilities assigned to local elected officials pursuant to WIOA, State of Oregon laws, policies and grant agreements;
- G. Provide one employee of County with expertise and experience in WIOA grant accounting and administration to serve on the CWP audit committee; and,
- H. Have annual oversight and agreement of the CWP annual budget.

4. Dispute Resolution

If a dispute arises among the parties, the CWP Board and the CCBCC shall each select two members to meet and attempt to resolve the dispute. The meeting shall be chaired by a neutral party who may be a hearing officer selected by the Oregon Employment Department. The neutral chair may make a motion and call for a vote if a mutually agreed upon resolution cannot be reached and the neutral chair shall, in the case of a deadlock, cast the deciding vote. The decision shall be binding upon the CWP Board and CCBCC.

5. Rebranding

The CWP and CCBCC may elect to "rebrand" by changing their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement.

6. Duration

This agreement shall take effect when authorized by CWP and CCBCC. Any of the parties may withdraw from this Agreement by giving advance written termination notice to the other parties on or before December 31st. Termination shall be effective at midnight of the following June 30th, the end of the workforce program year. This agreement shall remain in effect until terminated by either party in accordance with this paragraph.

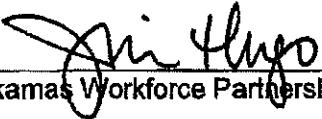
7. Amendment

Any amendment to this agreement must be in writing signed by both parties and must make specific references to this agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this agreement.

SIGNATURES

**Partnership Agreement Between
Clackamas Workforce Partnership and the Clackamas County Board of County
Commissioners**

The parties agree to each of the terms of this Agreement by signing below.



Clackamas Workforce Partnership Board President 12/17/2015
Date

Clackamas County Board of County Commissioners Chair Date



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

January 7, 2016

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Funding Agreement between
Clackamas County and the Clackamas County Development Agency

Purpose/Outcomes	Amendment to clarify funding allocation allowing the Agency to cover additional debt service on the Brooks Building, location of the Clackamas County Sheriff's Office (CCSO) administrative facilities.
Dollar Amount and Fiscal Impact	Up to \$2,500,000
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds involved.
Duration	The Agreement will be in effect for 5 years from the date the County receives Agency funds.
Previous Board Action	The Funding Agreement was approved on November 5, 2015, Agenda item 110515-IV1
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Dan Johnson, Assistant Director, Clackamas County Department of Transportation and Development – (503) 742-4325
Contract No.	N/A

BACKGROUND:

On November 5, 2015, the Board approved an Intergovernmental Agreement between the Development Agency and Clackamas County for coverage of debt service for the Brooks Building, CCSO administrative facility.

Amendment No. 1 to this Agreement outlines payment of funds consistent with the current debt service payment schedule.

RECOMMENDATION:

Staff recommends the Board approve and execute Amendment No. 1 to the Funding Agreement with Clackamas County in order to provide the funding necessary for improvements to the Clackamas County Sheriff's Office public safety facilities.

Respectfully submitted,

Dan Johnson
Assistant Director, Department of Transportation and Development

**CLACKAMAS COUNTY SHERIFF'S OFFICE
FUNDING AGREEMENT
AMENDMENT No. 1**

This Amendment No. 1 to the Clackamas County Sheriff's Office Funding Agreement is entered into and is effective as of this _____ day of _____, 2016 by and between Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon (the "Agency"), and Clackamas County (the "County") on behalf of the Clackamas County Sheriff's Office (the "Sheriff"). The Agency and the County hereby agree as follows:

RECITALS:

- A. The Agency is undertaking to carry out the Clackamas Town Center Urban Renewal Plan (the "Plan") pursuant to ORS Chapter 457. The Plan was duly adopted and approved by the Board of County Commissioners on December 30, 1980, and most recently amended on June 16, 2005.
- B. On November 5, 2015, the Board of County Commissioners and the Board of County Commissioners acting as the governing body of the Clackamas County Development Agency approved the Clackamas County Sheriff's Office Funding Agreement (the "Agreement") whereby the Agency was to direct up to Two Million Five Hundred Thousand Dollars (\$2,500,000) (defined therein as the "Agency Funds"), to the Sheriff for purposes of servicing the debt obligation associated with the Brooks Building, which is the Sheriff's main office is located at 9101 SE Sunnybrook Blvd, Clackamas, OR 97015.
- C. A portion of the Agency Funds have already been transferred from the Agency to the Sheriff. The parties acknowledge that it will be in the best interest of the parties to distribute the remainder of the Agency Funds to the Sheriff over time, as described herein.
- D. The parties desire to modify Section 1 of the Agreement to acknowledge the payments that have already been made by the Agency, and to establish a distribution schedule for the remainder of the Agency Funds.

AGREEMENT:

Section 1: Amendment

Section 1 of the Agreement, reads as follows:

"Within 60 days of receipt of the Agency Funds, defined below, the County agrees to apply the entirety of the Agency Funds to the debt obligation associated with the Project. For the purposes of clarity, the parties agree that placing the Agency Funds into a debt retirement account, sinking fund or other restricted designation meets the application requirement.

The County, through the Sheriff, or its successors agrees to operate the Brooks Building or cause this facility to be operated to provide or support year-round public safety and protection services to the Plan area. The County, through the Sheriff, shall maintain and operate the Brooks Building for the purpose stated herein for at least fifteen (15) years from the date of receipt of the Agency Funds.

At the time of execution hereof, the County or its successors shall own, and have all ownership responsibility and duties regarding the Brooks Building. Such ownership is subject to the terms of this agreement."

Section 1 of the Agreement shall be deleted in its entirety and replaced with the following:

"The parties acknowledge that \$1,310,000 of the Agency Funds, defined below, were transferred from the Agency to the County on April 9, 2015 and were applied retroactively to the Fiscal Year ("FY") 13-14 and FY 14-15 debt obligation associated with the Project.

On or before June 30, 2016 the Agency agrees to transfer to the County the sum of \$847,063, which is a portion of the Agency Funds, and the County agrees to apply the same to the FY 15-16 debt obligation associated with the Project.

On or before June 30, 2017 the Agency agrees to transfer to the County the sum of \$342,937, which is the remainder of the Agency Funds, and the County agrees to apply the same to the FY 16-17 debt obligation associated with the Project.

For the purposes of clarity, the parties agree that placing the Agency Funds into a debt retirement account, sinking fund or other restricted designation meets the application requirement.

The County, through the Sheriff, or its successors agrees to operate the Brooks Building or cause this facility to be operated to provide or support year-round public safety and protection services to the Plan area. The County, through the Sheriff, shall maintain and operate the Brooks Building for the purpose stated herein for at least fifteen (15) years from the date of receipt of the Agency Funds.

At the time of execution hereof, the County or its successors shall own, and have all ownership responsibility and duties regarding the Brooks Building. Such ownership is subject to the terms of this agreement."

Section 2: No Further Amendment

Except as expressly amended herein, all the terms and conditions of the Agreement shall remain in full force and effect. No other amendment or modification of the Agreement is intended or may be implied from the amendments set out in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and the County have executed this Amendment No. 1 to the Clackamas County Sheriff's Office Funding Agreement as of the date first above written.

"AGENCY"

BOARD OF COUNTY COMMISSIONERS acting as
the governing body of the Clackamas County
Development Agency

By: _____
Chair

By: _____
Recording Secretary

"COUNTY"

BOARD OF COUNTY COMMISSIONERS

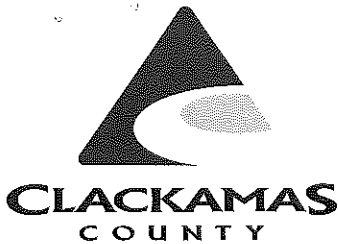
By: _____
Chair

By: _____
Recording Secretary

"SHERIFF"

CLACKAMAS COUNTY SHERIFF'S OFFICE

By: _____
Craig Roberts
Sheriff



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ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

January 7, 2016

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

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement
With City of Damascus**

Purpose/ Outcomes	City of Damascus will provide up to 6 days for youth offenders to complete community service projects, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	West Linn, Oregon will provide up to \$2,040 through June 30, 2016. There are no general fund dollars required.
Funding Source	City of Damascus, Oregon
Duration	Effective through June 30, 2016
Previous Board Action	None
Strategic Plan Alignment	This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" by providing an avenue for youth to work in their communities and earn income to pay their victims for damages incurred and to pay their attorney fees and fines.
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The City of Damascus and the Juvenile Department have worked collaboratively to provide community service work crew days for youth offenders to work within the City of West Linn. This Intergovernmental Agreement provides up to 6 days of work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY, OREGON
AND THE CITY OF DAMASCUS, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE
CITY OF DAMASCUS LITTER PROJECT

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of Damascus (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for the Juvenile Department, Project Payback Program to provide supervised Youth Offender Work Crews (Work Crew) to perform general labor at sites under the control of the CITY.

II. Scope of Work and Cooperation

A. CITY agrees to accomplish the following work under this agreement:

1. Identify Work Crew projects, such as litter patrol, brush cutting/clearing, painting, ivy removal and leaf pick up/removal in Damascus.
2. Schedule Work Crew projects on a mutually agreed upon schedule.
3. Provide needed materials.
4. Obtain right of entry for work done on property not owned or controlled by the CITY.

B. COUNTY agrees to:

1. Collect litter from roadsides that are maintained by the Clackamas County Roads Department within the Damascus city limits.
2. Provide all labor and supervision. Supervisors will be trained and experienced in managing each work crew, with specific attention being paid to roadside safety. Approximately 5 to 8 youth shall be provided for each crew.
3. Use department involved youth to provide the services covered in this agreement and to ensure that appropriate youth are selected for participation. At no time will COUNTY use contracted labor for work on this project, other than crew supervisors. If COUNTY cannot meet these obligations, they will report said problems within 10 days to CITY's Community Services Director.

4. Collect all visible, unconcealed litter objects, greater than approximately one square inch in size. Bulky items may be separately set along the roadside. Items of excess, unmanageable weight, shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. COUNTY is responsible for the safety of the crews.
5. Will be responsible for collecting and disposing of filled garbage bags.

III. Compensation

A. Compensation. The work will be performed on an as-needed basis, to be scheduled on dates agreed to by both parties. The specific locations and scope of work will be document in work order form submitted by CITY to COUNTY. CITY agrees to pay COUNTY an amount not to exceed \$340.00 per day for up to 6 days, total amount not to exceed \$2,040.00 for the services set forth in this Agreement. The rate is based on an estimate that work crews will clear litter up to 1.5 miles of roadway per day.

B. Payments. Interim payments shall be made on the basis of requests for payment submitted as follows:

1. COUNTY may bill quarterly, including itemized detail of hours worked.
2. All requests for payment are subject to the approval of CITY consistent with the terms of this Agreement.
3. CITY payments shall be mailed to:

Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City
OR 97045; Attn. Crystal Wright

IV. Liaison Responsibility

Dan O'Dell will act as liaison from CITY for this project. Wayne Curry will act as liaison from the COUNTY.

V. Special Requirements

- A. Hazardous Materials. In the event known or suspected hazardous material is discovered by COUNTY work crews at any work site, the supervisor shall immediately cease work activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority. No Work Crew provided under this agreement shall be required to clean up any work site when known or suspected hazardous materials are present.

- B. Conformance to Laws. COUNTY and CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Specifically, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all 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 CITY or its employees. COUNTY agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all 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 COUNTY or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- D. Insurance. Each party agrees to maintain insurance levels 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 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.
- E. 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 reports and documents should 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 subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

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. Effective date. This agreement becomes effective December 15, 2015 or upon final signature whichever is later, and continues until June 30, 2016, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to two (2) additional one year terms with the written approval of both parties.
- B. Termination. This agreement is subject to termination by either of the parties following thirty (30) days written notice to the other.

VIII. Debt Limitation of Oregon Counties


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.

WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF DAMASCUS

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Dated this ___ day of January, 2016.


Dan O'Dell
Title: *City Manager Pro Tem*
Gene E. Green

Chair

Recording Secretary

Approved as to form:



County Counsel