



AGENDA

Revised

Added C.2, G.1, G.2

Thursday, March 25, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-14

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

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

Administration

1. Approval of a Resolution Reaffirming Clackamas County as Non-Partisan (Gary Schmidt, County Administration)

II. 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 for Amendment #7 to a Revenue Agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners. No county funds, this is service revenue – *Health Centers*
2. Approval of an Amendment to a Contract with Northwest Family Services for Culturally Specific Go Team in Response to the COVID-19 Pandemic. Amendment value is \$179,130 increasing the contract maximum to \$316,175. No general funds involved. – *Behavioral Health*
3. Approval of an Intergovernmental Agreement with the City of Portland to access and use the Homeless Management Information System. The cost will not exceed \$100,000 and will be funded through a COVID Grant. No general funds involved. – *Community Development*

B. Department of Transportation & Development

1. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Lolo Pass Road Stabilization and Surface Preservation Project and Authorizing Good Faith Negotiations and Condemnation Actions. The right of way budget for this project is \$15,000 and is included in the \$4,104,731 total project budget with funding through County Roads Fund and Federal Lands Access Program.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
- *2. Request by the Clackamas County Sheriff's Office (CCSO) to Enter into an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon (TriMet) to Provide Transit Police Services. TriMet will fully compensate the Sheriff's Department for the actual cost of salary and benefits for the personnel assigned to provide patrol services. – *Clackamas County Sheriff's Department*

D. Technology Services

1. Approval to Purchase SecureAuth Subscription for Identity/Access Management and Multifactor Authentication. Annual payments of \$56,116.94 for a total of \$168,350.82 over three years. This will come out of existing technology services allocated in the budget. – *Procurement*

E. Juvenile Department

1. Approval of Award for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018 Local Solicitation. This grant would provide \$36,423 to Clackamas County, no match required.
2. Approval of Award for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020 Local Solicitation. This grant would provide \$41,824 to Clackamas County, no match required.
3. Approval of a Contract with Parrott Creek Child and Family Services, Inc. for the Outpatient Juvenile Sex Offense Treatment Program Services. Total contract value of \$460,000 with \$60,000 coming from General Fund and anticipated Oregon Youth Authority Individualized Services funding \$32,000 annually. – *Procurement*

F. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon State Parks, Milo McIver State Park to provide Work Crew Services from March 1, 2021 through June 30, 2021. The IGA will provide \$30,000 in revenue to support the Community Service program.

***G. Disaster Management**

- *1. Approval of Amendment #9 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to Provide Grant Funding Up to A Not to Exceed Amount. This will increase the Not to Exceed amount of \$33,214,058, an increase of \$1,467,031. No general funds are involved.

- *2. Approval of Amendment #7 to an Intergovernmental Agreement with The State of Oregon, Housing and Community Services Department to Provide Grant Funding Up to A Not to Exceed Amount. This will increase the Not to Exceed amount of \$31,747,027, an increase of \$5,759,859. Funds come through federal pass-through funds from CARES Act & State of Oregon Emergency State General Funds. No County General Funds.

III. CONSENT AGENDA NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

(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.)

1. Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail. No fiscal impact at this time.

IV. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

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



March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Reaffirming Clackamas County as Non-Partisan

Purpose/Outcome	To reaffirm Clackamas County as Non-Partisan with amended language.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Board Action/Review	On March 16, 2021, the Board unanimously approved the amended language of the resolution.
Strategic Plan Alignment	Build public trust through good government.
Counsel Review	N/A
Procurement Review	N/A
Contact Person	Caroline Hill, Commission Policy Advisor (503-655-8581)

BACKGROUND: On August 3, 2017, the Board of Commissioners unanimously approved Resolution No. 2017-93, reaffirming Clackamas County as non-partisan. On March 16, 2021 the Board unanimously approved adding language to the “now therefore” section of the resolution.

RECOMMENDATION: : Staff recommends the Board approve a resolution reaffirming Clackamas County as non-partisan.

Respectfully submitted,

Caroline Hill
County Administration

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

A Resolution Reaffirming
Clackamas County as Non-Partisan



Resolution No.
Page 1 of 2

WHEREAS, the Clackamas County Board of Commissioners are elected to non-partisan seats and commit themselves to respecting each other's political perspectives, those of local, regional, and national elected officials, County residents and stakeholders; and

WHEREAS, Clackamas County is committed to achieving outcomes that improve the safety, health, and prosperity of all who live, work and recreate in Clackamas County; and

WHEREAS, Oregon voter registrations include Non-Affiliated, Independent, Democrat, Republican, Libertarian, Working Families, Pacific Green, Constitution, Progressive, and Americans Elect; and

WHEREAS, the County acknowledges the diverse political views of all persons and believes everyone, no matter what their political affiliation, should be treated with respect regardless of race, color, national origin, immigration or refugee status, ethnicity, primary language, religion, gender, gender identity and expression, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status; and

WHEREAS, County elected officials will work constructively and collaboratively to solve problems that lead to improved outcomes, better assessment and understanding of decisions and issues, thereby creating more effective decision-making; and

WHEREAS, political vitriol, animus, and diatribe are great impediments to the work of the County; and

WHEREAS, good ideas and decisions are derived from diverse political perspectives; and to reject good ideas because of party affiliation is counterproductive to establishing common good.

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

A Resolution Reaffirming
Clackamas County as Non-Partisan



Resolution No.
Page 2 of 2

NOW THEREFORE, the Clackamas County Board of Commissioners does hereby resolve as follows:

The Clackamas County Board of Commissioners affirms the value of non-partisanship in its deliberations and determinations, and vows to respectfully take into consideration differing political perspectives on proposed policies.

As the governing body of Clackamas County, the Clackamas County Board of Commissioners will strive to act collaboratively, in a non-partisan manner and capacity, in an effort to best serve county residents, and will further endeavor to refrain from engaging in partisan politics.

The Clackamas County Board of Commissioners, elected on a non-partisan basis, will leave partisanship at the door to fully serve all the residents of Clackamas County.

Dated this _____ day of _____, 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

*Tootie Smith, Chair
Commissioner*

*Sonya Fischer
Commissioner*

*Paul Savas
Commissioner*

*Martha Schrader
Commissioner*

*Mark Shull
Commissioner*

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #7 to a Revenue Agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for providing behavioral healthcare services.
Dollar Amount and Fiscal Impact	Fee for service revenue agreement based on the number of clients reported in accordance with the fee schedule. This is a no maximum agreement.
Funding Source	No County funds. Fee for service revenue.
Duration	January 1, 2021 and has no expiration date.
Previous Board Action	Previous Board Action on October 18, 2018 Agenda item – A3: 101818-A3.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. February 23, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	646_07

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #7 to a Revenue agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners. This amendment is to add Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connects Care, Providence Connect, Providence Health & Services Oregon Caregiver and Providence Medicare Behavioral Health Network Fee schedule.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned to CCHCD and the fee schedule. Amendment #7 is effective January 1, 2021 and has no expiration date. This agreement is retro-active due to receiving from Providence on February 19, 2021.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

**AMENDMENT
TO THE
PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
PROVIDER AGREEMENT**

Effective January 1, 2021, the Provider Agreement between **PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS** ("Health Plan") and **Clackamas County Health Centers**, ("Agreement") is amended as follows:

Addition of the Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Behavioral Health Network Exhibit and Fee Schedule(s).

The Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Behavioral Health Network Exhibit and Fee Schedule(s) will be added to this Agreement and are attached to this Amendment.

Except as specifically provided by this Amendment, the Provider Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names by the undersigned officers, the same being duly authorized to do so.

CLACKAMAS COUNTY HEALTH CENTERS

**PROVIDENCE HEALTH PLAN, PROVIDENCE
HEALTH ASSURANCE AND PROVIDENCE PLAN
PARTNERS**

Signature

Signature

Print Name

Robert Gluckman, MD, MACP

Print Name

Title

Chief Medical Officer

Title

Date

Date

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL AND MEDICARE LINES OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
(PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
EXHIBIT**

BEHAVIORAL HEALTH NETWORK

This Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Network Exhibit sets forth terms and conditions which are applicable to the Networks. Network Provider agrees to participate in the Networks as listed below:

COMMERCIAL NETWORKS

Providence Signature Network (Signature Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Signature Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Signature provider network.

Providence Choice Network (Choice Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Providence Choice Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Providence Choice provider network.

Providence Extend PPO Network (Extend PPO Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Providence Extend PPO Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Providence Extend PPO provider network.

Providence-Intel Connected Care Network (Connected Care Network) is a Providence Health Plan provider network specific for Intel Corporation and is offered by or administered by Providence Health Plan. Providence-Intel Connected Care (Connected Care) Network is a network of Network Practitioners and Network Facilities contracted to provide services to Intel Members that have chosen Providence Health Plan's Providence-Intel Connected Care (Connected Care) provider network. Connected Care is a patient centered medical home plan that utilizes the Connected Care Network.

Providence Connect Network (ProvConnect Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. ProvConnect Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's ProvConnect provider network. ProvConnect Care is a patient centered medical home plan that utilizes the ProvConnect Network.

Providence Choice, Intel-Connected Care and ProvConnect Network Providers (Network Provider) will provide coordinated Covered Services based upon the Member's proposed plan of treatment as directed by the designated patient centered medical home.

Providence Health & Services Oregon Caregiver Network (PHS OR Caregiver Network) is a Providence Health Plan provider network for Providence Health & Services Oregon caregivers (employees) and their families. PHS OR Caregiver Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's PHS OR Caregiver provider network. The PHS OR Caregiver plan is a medical neighborhood with primary care and specialist partners working closely together in an integrated system of care. The PHS OR Caregiver plan requires PCP medical group assignment.

PHS OR Caregiver Network Provider (Network Provider) will provide coordinated Covered Services based upon the PHS OR Caregiver Member's proposed plan of treatment as directed by the assigned PCP medical group. The Member should only receive primary care services from their assigned PCP medical group. Primary care services provided by primary care medical group's other than the assigned PCP medical group will not be reimbursed as a Covered Service.

MEDICARE NETWORK

Providence Medicare Network (Medicare Network) is a Providence Health Assurance provider network for Medicare Members who have selected to purchase a Product offered by or administered by Providence Health Assurance. Medicare Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Assurance's Medicare provider network.

Providence Medicare Network Communications and Marketing. Network Provider shall remain neutral when assisting beneficiaries with enrollment decisions. Network Provider may distribute and/or make available Health Plan marketing materials as long as Network Provider distributes or makes available marketing materials for all health plans with which the Network Provider participates, if requested by other health plans.

SCOPE OF SERVICES

Network Provider is engaged to provide Covered Services to Members.

Network Provider is engaged only to provide Covered Services which Network Provider is professionally qualified to render.

The rates in this Exhibit are premised on services offered by Network Provider as of the inception of this Agreement. In the event Network Provider adds new services, Network Provider agrees to notify Health Plan within a reasonable time, 1) in order for Health Plan to determine whether such new services will be incorporated into current Agreement, and 2) to negotiate in good-faith the rates applicable to such new services.

PAYMENT FOR COVERED SERVICES

Health Plan will pay Network Provider for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
 COMMERCIAL AND MEDICARE LINES OF BUSINESS
 PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
 NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
 (PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
 CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
 EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: PSYCHIATRY MD/DO

CPT CODE	RATE	CPT CODE	RATE
90785	\$16.00	96131	\$119.00
90791	\$217.00	96132	\$141.00
90792	\$218.00	96133	\$108.00
90832	\$89.00	96136	\$50.00
90833	\$75.00	96137	\$50.00
90834	\$147.00	96138	\$42.00
90836	\$99.00	96139	\$42.00
90837	\$173.00	96146	\$8.00
90838	\$134.00	99201	\$70.00
90839	\$147.00	99202	\$128.00
90840	\$73.00	99203	\$134.00
90846	\$182.00	99204	\$176.00
90847	\$137.00	99205	\$305.00
90849	\$49.00	99211	\$40.00
90853	\$80.00	99212	\$66.00
90870	\$190.00	99213	\$83.00
90885	\$52.00	99214	\$129.00
90887	\$76.00	99215	\$226.00
96112	\$216.00	99221	\$108.00
96113	\$104.00	99222	\$168.00
96116	\$133.00	99231	\$45.00
96121	\$102.00	99232	\$76.00
96130	\$156.00	99233	\$107.00
		99238	\$75.00

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL AND MEDICARE LINES OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
(PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: PSYCHIATRY NP

CPT CODE	RATE	CPT CODE	RATE
90785	\$16.00	96131	\$119.00
90791	\$217.00	96132	\$141.00
90792	\$218.00	96133	\$108.00
90832	\$89.00	96136	\$50.00
90833	\$75.00	96137	\$50.00
90834	\$147.00	96138	\$42.00
90836	\$99.00	96139	\$42.00
90837	\$173.00	96146	\$8.00
90838	\$134.00	99201	\$70.00
90839	\$147.00	99202	\$128.00
90840	\$73.00	99203	\$134.00
90846	\$182.00	99204	\$176.00
90847	\$137.00	99205	\$305.00
90849	\$49.00	99211	\$40.00
90853	\$80.00	99212	\$66.00
90870	\$190.00	99213	\$83.00
90885	\$52.00	99214	\$129.00
90887	\$76.00	99215	\$226.00
96112	\$216.00	99221	\$108.00
96113	\$104.00	99222	\$168.00
96116	\$133.00	99231	\$45.00
96121	\$102.00	99232	\$76.00
96130	\$156.00	99233	\$107.00
		99238	\$75.00

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
 COMMERCIAL AND MEDICARE LINES OF BUSINESS
 PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
 NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
 (PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
 CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
 EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: LP

CPT CODE	RATE	CPT CODE	RATE
90785	\$7.00	96112	\$208.00
90791	\$111.00	96113	\$101.00
90792	\$111.00	96116	\$130.00
90832	\$61.00	96121	\$99.00
90833	\$50.00	96130	\$151.00
90834	\$96.00	96131	\$115.00
90836	\$78.00	96132	\$53.00
90837	\$105.00	96133	\$51.00
90838	\$91.00	96136	\$49.00
90839	\$79.00	96137	\$49.00
90840	\$7.00	96138	\$31.00
90846	\$97.00	96139	\$31.00
90847	\$97.00	96146	\$6.00
90849	\$43.00	99221	\$42.00
90853	\$44.00	99222	\$126.00
90870	\$146.00	99231	\$29.00
90885	\$46.00	99232	\$53.00
90887	\$54.00	99233	\$76.00
		99238	\$53.00

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
 COMMERCIAL AND MEDICARE LINES OF BUSINESS
 PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
 NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT (PROVCONNECT)
 NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR CAREGIVER) NETWORK
 AND PROVIDENCE MEDICARE NETWORK
 EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: MA

CPT CODE	RATE	CPT CODE	RATE
90785	\$4.00	96112	\$131.00
90791	\$93.00	96113	\$59.00
90792	\$93.00	96116	\$90.00
90832	\$50.00	96121	\$80.00
90833	\$33.00	96130	\$121.00
90834	\$74.00	96131	\$78.00
90836	\$63.00	96132	\$31.00
90837	\$81.00	96133	\$28.00
90838	\$84.00	96136	\$37.00
90839	\$81.00	96137	\$34.00
90840	\$5.00	96138	\$31.00
90846	\$83.00	96139	\$31.00
90847	\$83.00	96146	\$3.00
90849	\$42.00	99221	\$32.00
90853	\$43.00	99222	\$103.00
90870	\$128.00	99231	\$24.00
90885	\$37.00	99232	\$45.00
90887	\$46.00	99233	\$64.00
		99238	\$45.00

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN
PARTNERS
MEDICARE LINE OF BUSINESS
PROVIDENCE MEDICARE NETWORK EXHIBIT**

**PROVIDENCE HEALTH ASSURANCE
MEDICARE ADVANTAGE COMPLIANCE PROVISIONS**

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Agreement between Providence Health Assurance (a Medicare Advantage Health Plan, hereafter “PHA” or “MA organization”) and Network Provider not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services (“CMS”): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

Required Provisions:

First Tier or Downstream Entity agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with [Entity Name], (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]
3. First Tier or Downstream Entity will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
4. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. First Tier or Downstream Entity may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
6. Any services or other activity performed in accordance with a contract or written agreement by First Tier or Downstream Entity are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
7. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between Providence Health Assurance and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]
 - a) Health Plan shall pay ninety-five percent (95%) of Clean Claims within 30 days of receipt.
 - b) Health Plan will investigate and seek resolution for any Clean Claim not paid within 30 days upon Network Provider request
8. Network Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]
9. If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:
 - (i) The delegated activities and reporting responsibilities will be specified as follows:

INTENTIONALLY LEFT BLANK. NETWORK PROVIDER HAS NO DELEGATED ACTIVITIES UNDER THIS AGREEMENT..
 - (ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.

- (iii) The MA organization will monitor the performance of the parties on an ongoing basis.
- (iv) The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization and the MA organization must audit the credentialing process on an ongoing basis.
- (v) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to a Contract with Northwest Family Services for
Culturally Specific Go Team in Response to the COVID-19 Pandemic

Purpose/Outcomes	Contractor shall staff and deploy a culturally specific Go Team into Latinx communities within Clackamas County.
Dollar Amount and Fiscal Impact	Amendment value is \$179,130, increasing the Contract's maximum value to \$316,175.
Funding Source	No County General Funds are involved. Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding, the State of Oregon, Oregon Health Authority.
Duration	Effective February 1, 2021 and terminates on June 30, 2021.
Previous Board Action	County Administrator approved the contract October 1, 2020.
Counsel Review	Reviewed and approved February 24, 2021 (KR)
EOC Review	Reviewed and approved February 26, 2021
Procurement Review	Was this item processed through Procurement? Yes. Procurement authorized Division creation and execution of the initial Contract
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9877

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of an Amendment to a Contract with Northwest Family Services that provides a culturally specific Go Team for Latinx communities within Clackamas County to provide emotional and practical support to individuals impacted by the COVID-19 pandemic that was approved under the emergency declaration.

The COVID-19 pandemic is having a disproportionate impact on communities of color and vulnerable population, including older adults, in particular in terms of higher rates of COVID-19 illness and mortality. In addition to the physical health impacts, the Oregon Health Authority and local counties are seeing a surge in mental health and substance use treatment needs

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caused by the pandemic. This only further deepens the overall health and related economic health disparities for these communities across the state and with Clackamas County. Also identified is a surge in individuals who may never have previously sought treatment for behavioral health concerns now seeking support for needs such as anxiety, depression, and substance misuse.

Emergency funding was allocated, through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to enhance behavioral health services for individuals impacted by COVID-19, with a focus on communities of color and vulnerable populations, specifically older adults. The funds are to be used to focus on crisis and recovery services, emotional support line capacity, outreach and engagement and access to treatment services. BHD is utilizing funds to contract with community-based organizations to establish culturally specific Go Teams. These Go Teams will follow the model developed by BHD.

CARES Act funds expired December 30, 2020, but the term of use of the funds was extended by the Oregon Authority through an Administrative Memo issued January 28, 2021, and was accepted by the County Administrator February 8, 2021. Use of CARES Act funds is authorized through June 30, 2021.

This Amendment, with a value of \$179,130, is effective February 1, 2021 and terminates June 30, 2021.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Contract Amendment #01
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9877

Board Agenda Number: _____

and Board date: _____

Division: Behavioral Health

Amendment No. 01

Contractor: Northwest Family Services

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:

Scope of Services
 Contract Term

Contract Budget/Compensation
 Other _____

This Amendment #01 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 1, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides a culturally specific Go Team for Latinx communities within Clackamas County to provide emotional and practical support to individuals impacted by COVID-19.

This Amendment #01 **extends the term of the Contract through June 30, 2021**. The County accepted authorization to extend the term of use of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. CARES Act funds awarded originally expired December 30, 2020, however the term of use was extended through June 30, 2021 by an Administrative Memo from Oregon Health Authority.

Compensation of this Contract is **increased by \$179,130.00** for the additional months of services. The **new maximum value of the Contract is \$316,175.00**.

This Amendment #01 is effective **February 1, 2021** and continues through **June 30, 2021**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective October 1, 2020. Unless earlier terminated or extended, this Contract shall **expire on December 30, 2020.**

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective October 1, 2020. Unless earlier terminated or extended, this Contract shall **expire on June 30, 2021.**

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred thirty-seven thousand forty-five dollars (\$137,045.00)**, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **three hundred sixteen thousand one hundred seventy-five dollars (\$316,175.00)**, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

AMEND Exhibit B, Scope of Work, Data Collection and Required Reporting Section of the Contract:

Data Collection and Required Reporting

- Number of community events
- Date and location of events
- Total Count of number of contacts at each event including:
 - Numbers served by ethnicity (to the extent practicable)
 - Numbers served whose primary language is not English
 - Number of seniors served
- Number of resource materials distributed
 - ✓ Tip sheets
 - ✓ Go Team Cards
 - ✓ Resource Sheet
- Services provided due to referral / connection from contact tracing: Yes/No
- Total amount expended
 - ✓ Amount spent on administrative expenses;

- ✓ Amount spent on budgeted personnel and services diverted to a substantially different use;
- ✓ Amount spent on medical expenses; and
- ✓ Amount spent on items not listed above.

One report is due for the period of October 1, 2020 – December 30, 2020 using the template provided by County.

Contractor shall submit report electronically to BHContractReporting@clackamas.us and maryrum@clackamas.us, no later than January 4, 2021.

TO READ:

Data Collection and Required Reporting

- Number of community events
- Date and location of events
- Total Count of number of contacts at each event including:
 - Numbers served by ethnicity (to the extent practicable)
 - Numbers served whose primary language is not English
 - Number of seniors served
- Number of resource materials distributed
 - ✓ Tip sheets
 - ✓ Go Team Cards
 - ✓ Resource Sheet
- Services provided due to referral / connection from contact tracing: Yes/No
- Total amount expended
 - ✓ Amount spent on administrative expenses;
 - ✓ Amount spent on budgeted personnel and services diverted to a substantially different use;
 - ✓ Amount spent on medical expenses; and
 - ✓ Amount spent on items not listed above.

Two reports are required, one for the period of October 1, 2020 – December 30, 2020 and the second for the period of February 1 – June 30, 2021, using the template provided by County.

Contractor shall submit reports electronically to BHContractReporting@clackamas.us and maryrum@clackamas.us, no later than January 4, 2021 for the first and July 4, 2021 for the second report.

AMEND Exhibit D, Compensation, Sections 1 and 2, of the Contract:

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$137,045.00**.

Contractor shall be compensated in accordance with the project budget below.

PROJECT BUDGET				
Category	Initial Payment	November Payment	December Payment	Totals
Personnel costs	\$32,757	\$32,757	\$32,757	\$98,271
Other direct costs	\$24,638	\$838	\$838	\$26,314
Administrative costs	\$5,740	\$3,360	\$3,360	\$12,460
Totals	\$63,135	\$36,955	\$36,955	\$137,045

- Contractor, upon full execution of the Contract, shall invoice County for the initial payment identified in the project budget above.

Contractor shall submit invoices by the 10th of November and December 2020, for payment amounts identified in the project budget.

The funds provided through this Contract are subject to settlement. Any funds not expended by December 30, 2020, for project activities occurring between October 1 and December 30, 2020, shall be returned to County no later than January 28, 2021.

If Contractor fails to present invoices in proper form by December 30, 2020, Contractor waives any rights to present such invoices thereafter and to receive payment therefor.

All invoices shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
 Accounts Payable
 2051 Kaen Road, Suite #154
 Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #9877 in the subject of the email.

TO READ:

- Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$316,175.00**.

Contractor shall be compensated in accordance with the project budget tables below.

PROJECT BUDGET				
Category	Initial Payment	November Payment	December Payment	Totals
Personnel costs	\$32,757	\$32,757	\$32,757	\$98,271
Other direct costs	\$24,638	\$838	\$838	\$26,314
Administrative costs	\$5,740	\$3,360	\$3,360	\$12,460
Totals	\$63,135	\$36,955	\$36,955	\$137,045

PROJECT BUDGET						
Category	February Payment	March Payment	April Payment	May Payment	June Payment	Totals
Personnel costs	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000	\$155,000
Other direct costs	\$1,569	\$1,569	\$1,569	\$1,569	\$1,569	\$7,845
Administrative costs	\$3,257	\$3,257	\$3,257	\$3,257	\$3,257	\$16,285
Totals	\$35,826	\$35,826	\$35,826	\$35,826	\$35,826	\$179,130

- Contractor, upon full execution of the Contract, shall invoice County for the initial payment identified in the project budget above.

Contractor shall submit invoices by the 10th of November and December 2020 *and February through June 2021*, for payment amounts identified in the project budget.

The funds provided through this Contract are subject to settlement. Any funds not expended by *June 30, 2021*, for project activities occurring between October 1, 2020 *and June 30, 2021*, shall be returned to County no later than *July 28, 2021*.

If Contractor fails to present invoices in proper form by *June 30, 2021*, Contractor waives any rights to present such invoices thereafter and to receive payment therefor.

All invoices shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
 Accounts Payable
 2051 Kaen Road, Suite #154
 Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #9877 in the subject of the email.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

CONTRACTOR NAME

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Rose Fuller 3/11/2021
Authorized Signature Date

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

Rose Fuller Executive Director
Name / Title (Printed)

170100-18
Oregon Business Registry #

Tootie Smith, Chair Date

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

Approved as to form:

Kathleen Rastetter via email February 24, 2021
County Counsel Date

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Portland
to access and use the Homeless Management Information System

Purpose/ Outcome	This is a new IGA with the City of Portland, Portland Housing Bureau (PHB) for annual licensing and servicing for the Wellsky software used as our local Homeless Management Information System (HMIS). An active HMIS is a requirement for programs funded through HUD.
Dollar Amount and Fiscal Impact	The cost of use of the HMIS will not exceed \$100,000 over a 5 year period. No County General Funds are included in this Agreement.
Funding Source	HUD - Continuum of Care, Emergency Solutions Grant & Emergency Solutions Grant Covid 1 & 2 funding.
Duration	September 1, 2019 to August 31, 2024
Previous Board Action/ Review	BCC approved an IGA with PHB on March 20, 2014 which began on "September 2, 2014 and remain in-force until revoked in writing with 30 days advanced written notice". Agreement #30004593.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Sub-recipient agreement was reviewed and approved by County Counsel (AN) on January 28, 2021.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is an IGA, and there was a statewide procurement process to initially identify the most appropriate HMIS nearly 15 years ago. It is cost prohibitive to explore changing the HMIS.
Contact Person	Pamela Anderson / Community Development Division
Contract No.	10051

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the City of Portland, Portland Housing Bureau (PHB) for access and use of the Homeless Management Information Systems (HMIS).

Clackamas County has held a contract with the PHB for over 15 years.

PROJECT OVERVIEW: Use of the HMIS is required for programs using HUD Continuum of Care (CoC), HUD Emergency Solutions Grant (ESG), and COVID ESG (1 & 2) funding to track program participation and outcomes.

- CoC currently receives \$2.9 million grant dollars from HUD for 17 programs.
- HUD ESG funding of \$100,000 for 2 programs.
- HUD Covid-19:
 - ESG Covid 1 - \$558,500 for 4 programs, &
 - ESG Covid 2 - \$2.3 million for 5 programs.

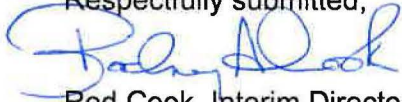
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www.clackamas.us

RECOMMENDATION: We recommend the approval of this IGA and that Rod Cook, Interim H3S Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing Human Services

Attached: Intergovernmental Agreement with Portland Housing Bureau and Clackamas County for the Housing Management Information System.

Intergovernmental Agreement
between
Portland Housing Bureau No. 30007185
and
Clackamas County No. _____

This Intergovernmental Agreement (this "Agreement") is entered into by and between the City of Portland, Portland Housing Bureau (hereinafter referred to as "the City" or "PHB") and "Clackamas County" (hereinafter referred to as "CC").

This Agreement is authorized pursuant to ORS 190.110 and City of Portland Ordinance No. 182211 and is effective upon execution by both parties ("Effective Date"). The parties acknowledge and approve of CC's use of the Community Service Software, defined below, beginning on 09/01/2019 through the Effective Date. CC has previously tendered payment of all fees associated with its use of the Community Service Software prior to the Effective Date of this Agreement.

Recitals

- A. PHB, under federal mandate from the U.S. Department of Housing and Urban Development ("HUD") has implemented a Homeless Management Information System ("HMIS") for the Portland/Multnomah County Continuum of Care.
- B. After participating in a statewide RFP process, PHB selected ServicePoint software from vendor Bowman Systems, LLC of Shreveport, LA.
- C. PHB entered into an agreement with Bowman Systems, LLC, currently operating as WellSky, Inc. on September 2, 2004, to license Community Services (formerly known as ServicePoint) software ("Community Services Software") in order to promote PHB's goal of implementing an HMIS.
- D. CC would like to utilize the agreement between PHB and WellSky, Inc., ("Community Services Software Licensor") to purchase Community Services Software licenses for CC's implementation of an appropriate integrated client database.
- E. PHB enters into this Agreement to permit CC to use PHB's implementation of the Community Services Software.
- F. PHB has authority to permit CC to use the Community Services Software. PHB also has authority to permit CC to allow its participating service provider agencies to use the Community Service Software.
- G. CC is the HMIS Lead for a local Continuum of Care ("COC") and has executed an MOU with that Continuum of Care leadership per HUD requirements, attached hereto as Exhibit A.

- H. CC is responsible to provide administration and user licenses for those users covered by CC.
- I. CC is responsible for the costs of user licenses for those users covered by CC.
- J. CC enters into its own agreements with its participating service provider agencies (“Agency Agreements”) and with its end users (“End User Participation Agreements”) under CC for use of the Community Services Software.
- K. CC is responsible for compliance with all HUD HMIS governance requirements and other applicable federal and state funder participation requirements with respect to CC’s HMIS implementation.

Agreement to use Community Services Software for jurisdiction covered by CC

1. Costs:

A. Subject to the maximum compensation set forth in Section 9, CC shall pay the following annual licensing and support fees and one time fees (the “Fees”) to PHB for use of the Community Services Software:

Community Services Software Standard Access	Annual Fee	\$2500.00
Renewal licenses: License costs, PHB System Administration Annual Planning and Support	Annual Fee per user	\$ 250.00
Community Services Software License Purchase	One Time Fee per user	\$200.00
ART Ad Hoc License	Annual Fee per AdHoc user	\$200.00
ART Report Viewer License	Annual Fee per Viewer user	\$100.00
Community Services Software Annual Support/Access	Annual Fee per user	\$261.00
Optional Community Services Software Customization/Training	Per Hour	\$TBD
Optional System Administration	Annual Fee	\$TBD
Eligibility Module	Annual Fee	\$2500.00
CallPoint Module	Annual Fee	2500.00
Shared Software & Services Fees	Annual Fee - calculated rate for 19/20 8.42%	\$3212.23
Optional Additional Services upon request	TBD	\$TBD

B. CC shall pay all invoices net 30 days from receipt of invoice. For Fiscal Year 2020/2021 and thereafter, PHB shall provide CC one invoice for all license and support fees payable by CC.

C. The license and support fees payable by CC may be updated annually by PHB providing CC a written notice containing the updated annual fees. Fee increases shall not exceed 7.5% per year, unless otherwise agreed to by the parties by amendment to this Agreement.

2. User Licenses:

- A. PHB shall assign no more than 3 "System Administrator 1" license(s) for CC, with rights to provide administration and assign user licenses to service provider agencies or Continuum of Care organizations under CC.
- B. CC shall identify and approve any System Administrator 1, as defined by applicable HUD regulations, users.
- C. Assignment and management of user licenses shall be responsibility of CC, with support of PHB administrators, or someone so designated in writing.
- D. CC may purchase additional Community Services Software licenses upon request to PHB.
- E. CC is responsible for entering into all required end user license agreements with the Community Services Software Licensor.

3. Project Management

- A. PHB and CC shall have separate project managers, each responsible for their jurisdiction or Continuum of Care, who regularly communicate and coordinate implementation of the Community Services Software throughout the Agreement Term, as defined below.
- B. Decisions directly or indirectly affecting the implementation of the Community Services Software shall be made jointly by the project managers and/or the Northwest Social Service Connections (NWSSC) Oversight Committee (the "Oversight Committee"). CC will be allowed one (1) voting representative on the Oversight Committee.
- C. The PHB and CC project managers shall carry out joint project management duties including, but not limited to the following:
 - 1. Communicate and coordinate Community Services Software updates and upgrades to service provider agencies and maintain the Community Services Software training site.
 - 2. Plan and implement long term technical support for service provider agencies serving clients in multiple jurisdictions or Continua of Care.
 - 3. Ensure Community Services Software compliance with HMIS data and technical standards as required by HUD, the U.S. Department of Health and Human Services ("HHS"), and the U.S. Department of Veterans Affairs ("VA").

4. Align Community Services Software implementation with national best practices.

- D. Designated Project Managers: Each party has designated a staff person to be the project manager for this project. All reports, notices and other communications required or relating to this Agreement shall be directed to the following project manager:

PHB

Project Manager: Wendy Smith
Address: 421 SW 6th Avenue, Suite 500
Portland, OR 97204
Phone: 503-823-2386
Fax: 503-823-2387
Email: wendy.smith@portlandoregon.gov

COC OR-507

COC Manager: Abby Ahern, HMIS & CoC Lead
Address: 2051 Kaen Rd #245
Oregon City, OR 97045
Phone: 503-650-5663
Email: AbbyAhe@clackamas.us

CC HMIS Lead

Project Manager: Abby Ahern, HMIS & CoC Lead
Address: 2051 Kaen Rd #245
Oregon City, OR 97045
Phone: 503-650-5663
Email: AbbyAhe@clackamas.us

4. User support and Training

- A. CC shall be responsible for CC's compliance with the HMIS data standards baseline data collection requirements developed by HUD, HHS, and VA, including but not limited to Project Descriptor Data Elements, Universal Data Elements, Program-Specific Data Elements, HMIS Privacy and Security Standards, HMIS Governance Notice, HMIS Privacy and Security Notice, and HMIS Data Quality and Functionality Notice.
- B. CC shall be responsible for user support and training for its participating service agency providers and their end users.
- C. CC shall dedicate staff to train its respective participating service provider agencies in tasks, including but not limited to the following:
1. Coordinate training logistics (scheduling locations, trainers, registrations, etc.).

2. Provide ongoing training for service provider agencies with staff turnover and when updates are made to the system.
 3. Distribute training updates as new Community Services Software versions are released.
- D. CC shall dedicate staff for user support of their respective participating service provider agencies, which include, but are not limited to the following tasks:
1. On-site and remote coaching assistance for end users, as needed.
 2. Day-to-day system support for end users via telephone and/or on-site training.
 3. Maintain data quality, including contacting service provider agencies to correct or complete data entries.

5. System Administration

- A. PHB shall dedicate staff for system administration with direct access and given rights to all data, including but not limited to Project Descriptor Data Elements, Universal Data Elements, Program-Specific Data Elements, and locally developed data elements contained within the Community Services Software database for all service agency providers, end users and clients.
- B. PHB shall solely manage all vendor relations, work orders, software upgrades, or any other work related to technical maintenance of the Community Services Software database.
- C. PHB shall develop a data archive plan to be implemented annually on the Community Services Software database. This plan will exclude archiving of data related to active clients or clients active in the most recent 7 years.
- D. CC shall dedicate staff for system administration with direct access and given rights to all respective data for its participating service agency providers, their end users, and their client's data entered into the Community Services Software database.

E. Data Security/Privacy

- 1. CC shall develop Agency Agreements and End User Participation Agreements that are no less restrictive than the agreements PHB requires CC to enter into for the HMIS program.
- 2. All users, including System Administrators, must sign user agreements with CC that contain data security and confidentiality requirements that are no less restrictive than the data security and confidentiality agreements PHB requires CC to enter into for the HMIS program. CC's agreements must contain provisions including but not limited to, verifying that the user will prohibit access by nonusers to client or user records.
- 3. CC shall require System Administrators to respect the funding/contractual relationship and subsequent data/training needs of their respective service provider agencies/grantees.
- 4. Both PHB and CC acknowledge that they have access to aggregate data of those service agency providers below them in the Community Services Software tree structure. Furthermore, the parties acknowledge that certain minimum client information will be shared with service agency providers through the Community Services Software in order to avoid creating duplicate client records.

5. CC shall ensure that all System Administrators undergo criminal background checks and shall provide evidence of such background checks to PHB upon PHB's request.
6. CC shall comply with and require all of its System Administrators to comply with and enforce all HUD requirements of HMIS and comparable databases. CC shall enter into all agreements necessary to comply with HUD and program requirements.
7. PHB and CC shall develop a schedule and procedure for CC to provide PHB regular audit reports of System Administrators to ensure data security and the protection of personally identifiable information.

E. Data Quality

1. PHB and CC shall dedicate staff for the purpose of data quality for their respective service provider agencies.
2. Each party's staff shall:
 - Analyze data within the Community Services Software.
 - Communicate data issues to service provider agency system administrators.
 - Design and implement quality assurance mechanisms.
 - Design and run aggregate and audit reports.
 - Ensure the overall data quality for compliance with federal, state and local funders.
3. System-wide changes to assessments, pick lists and vendor configurations must be reviewed and pre-approved by the PHB System Administrator and may require review by the Oversight Committee.

6. Limitation of Liability; Warranty Disclaimer

Data provided by CC and the services provider agencies below them in the Community Services Software tree structure is on an "as is" basis to PHB. Data supplied from PHB to CC is provided on an "as is" basis. PHB expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data supplied by PHB. PHB specifically disclaims any implied warranty of noninfringement with respect to the data provided by PHB. PHB shall have no responsibility to CC for any failure of any hardware or software acquired by CC to access the Community Services Software database.

THE COMMUNITY SERVICES SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY THE CITY, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR

COMMUNICATION WITH CC. THE CITY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE COMMUNITY SERVICES SOFTWARE.

Should CC engage any third party contractor for any activity related to the Community Services Software database, CC shall be responsible for the acts and omissions of such third party contractors. CC shall ensure that all applicable provisions of this Agreement (including those related to data security, privacy, confidentiality and indemnification) are included in all of its subcontracts.

7. Policies and Procedures

- A. PHB and CC may have different policies and procedures for their respective HMIS implementation.
- B. CC policies and procedures must be no less restrictive than PHB's policies and procedures located at: <https://www.portlandoregon.gov/phb/HMIS>.
- C. Enforcement of the policies and procedures shall be the responsibility of each of the respective parties.

8. Termination

- A. This Agreement is effective upon the Effective Date and shall expire on August 31, 2024. (the "Term"). The parties may agree to an earlier immediate termination of this Agreement or at a time certain upon mutual consent.
- B. Either party may terminate this Agreement at any time, effective not less than 60 days following delivery of written notice to the other party.
- C. Either party may terminate this Agreement at any time, effective not less than thirty (30) days following written notice to the other party or at such other date as may be established by the parties under any of the following conditions:
 - 1. If funding is not obtained and continued at levels sufficient for either party to allow for purchase of the specified products or services under this Agreement. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
 - 2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the products or services under this Agreement are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized under this Agreement.
- D. Either party may terminate this Agreement in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching

party has not cured the breach within ten (10) days or a longer period as granted in the cure notice, the party seeking compliance may terminate the Agreement.

- E. In the event of termination of this Agreement, PHB may in its sole discretion allow CC to continue to use the Community Services Software data upon request by CC.
1. If PHB approves CC's continued use of the Community Services Software data following termination of this Agreement, CC shall reimburse PHB an amount to be mutually agreed by the parties for any time spent by PHB on data migration or administrative services requested by CC resulting from such termination.
 2. In the case of termination at the request of CC, ongoing legacy data maintenance and retention will be subject to negotiation between the parties.

9. Financial Commitment of Parties

The parties agree to the following financial commitment:

CC shall pay PHB Fees associated with Community Services Software licensing and any services purchased hereunder as set forth in the applicable invoice. In no event will CC's total compensation for use of the Community Services Software exceed \$ 100,000.00 for the entire five-year Term of this Agreement.

10. Ownership of the Work Product

All work products, including reports, research data in hard copy or electronic form that result from this Agreement, are the exclusive property of the originating party. However, PHB and CC agree that the sharing of documents related to the Community Services Software is in the interest of both parties.

11. Records and Audits

A. CC shall maintain all records and supporting documents pertinent to this Agreement during the Term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.

B. PHB, either directly or through a designated representative, shall have access to the books, documents, papers, and records of CC that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the records retention period listed above. CC, either directly or through a designated representative, shall have access to the books, documents, papers, and records of PHB that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the Term of this

Agreement and for six (6) year after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.

12. Compliance with Applicable Law

Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

13. Security and Privacy

Each party agrees to comply with applicable security and privacy laws and regulations applicable to this Agreement.

14. Ownership and Disclosure of Information

A. PHB recognizes and acknowledges that the data that CC stores as part of this Agreement ("Client Data") is owned by CC, and that CC's ownership rights to the Client Data shall survive the termination of this Agreement. To the extent permitted by applicable law, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), CC hereby grants PHB a non-exclusive, royalty-free license to use the Client Data for the purposes of compliance, reporting and administration and implementation of the Community Services Software. This license shall survive the termination of this Agreement.

B. Upon termination of this Agreement, PHB shall provide to CC an electronic copy, compliant with current HUD csv exports, of CC's data upon request. CC shall reimburse PHB an amount mutually agreed by the parties for any costs related to the administrative services required for any other data outputs requested by CC.

C. If PHB receives a request for disclosure of CC's data pursuant to Oregon Public Records Law or a subpoena, PHB shall provide notice to CC before a response is due, and it shall be CC's responsibility to establish that such information is exempt from disclosure. If CC receives a request for disclosure of PHB's data pursuant to Oregon Public Records Law or a subpoena, CC shall provide notice to PHB before a response is due, and it shall be PHB's responsibility to establish that such information is exempt from disclosure. PHB and CC shall each be separately responsible for compliance with applicable confidentiality laws and regulations, including but not limited to HIPAA requirements applicable to performing covered functions

15. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, CC shall hold harmless, defend, and indemnify the City, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of: (i) CC's failure to carry out any of CC's obligations under this Agreement, including but not limited to, CC's failure to comply with applicable laws; or (ii) the negligent acts or omissions of CC or its directors, officers, employees, subcontractors or agents under this Agreement.

- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, the City shall hold harmless, defend, and indemnify CC, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of the City's negligent conduct in the performance of this Agreement.

16. Governing Law/Choice of Venue

Oregon law shall govern this Agreement and all rights, obligations, and disputes arising out of this Agreement. Venue for all disputes and litigation arising under this Agreement shall be in Multnomah County, Oregon.

17. No Third Party Beneficiary

PHB and CC are the only parties to this Agreement, and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise, to third parties, unless third persons are expressly described as intended to be beneficiaries of its terms.

18. Severability/Survival

If any of the provisions in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions that by their nature should survive Agreement termination will so survive.

19. Entire Agreement

This Agreement, including all exhibits to this Agreement, constitutes the entire agreement between the parties relating the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, letters of intent, and agreements, whether written or oral, with respect to the subject matter hereof.

20. Amendment; Waiver

This Agreement may be amended, modified or supplemented only by a writing that is signed by duly authorized representatives of both parties and that specifically identifies the provision or provisions of this Agreement being amended, modified or supplemented. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by the parties. Such waiver, consent, modification, or change, if any, 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.

21. Interpretation of Terms

Words, terms and phrases which are not specifically defined in this Agreement shall have the ordinary meaning ascribed to them in the data processing industry unless the context clearly indicates otherwise.

22. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

23. Period of the Agreement

This Agreement is effective as of the Effective Date and shall remain in force until terminated in accordance with the provisions of Section 8, Termination ("Term").

24. No Attorney Fees.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

25. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

26. Counterparts and Electronic Signatures

The parties agree that they may execute this Agreement and any amendments to this Agreement, by electronic means, including the use of electronic signatures. This Agreement may be signed in two (2) or more counterparts, each of which shall be

deemed an original, and which, when taken together, shall constitute one and the same agreement.

Executed by the duly authorized representatives of the parties.

CITY OF PORTLAND

Clackamas County

DocuSigned by:
Shannon Callahan 2/5/2021
DAB5F65BDACB4C7
Shannon Callahan Date
Director

Authorized Signature Date

APPROVED AS TO FORM

Name

City Attorney Date

Title

Exhibit A
Attached MOU COC TO HMIS Lead Per HUD Requirements

DECLARATION OF ROLES AND RESPONSIBILITIES FOR

HMIS IMPLEMENTATION, OPERATIONS and OVERSIGHT

2019-2020 AGREEMENT

Names of Parties Referenced Below:

- Clackamas County Continuum of Care, hereinafter referred to as **CoC**.
- Clackamas County Department of Health, Housing and Human Services, Community Development Division, hereinafter referred to as **CD**.

Recitals:

- The CoC is the primary decision making body for HUD-funded programs for homeless people in Clackamas County, Oregon.
- The CoC has determined that CD will be the CoC Collaborative Applicant as well as the HMIS Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of HUD CoC and ESG funds to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level information including the characteristics of men, women, and children experiencing homelessness and the housing/services provided to them.
- CoC has chosen Bowman Systems LLC's ServicePoint application as the HMIS product it will use.
- CoC has determined that its HMIS Lead Organization will be CD.
- CD has entered into a contract with the City of Portland's Housing Bureau (PHB). This contract enables the Clackamas CoC to participate in a regional HMIS implementation directed by PHB using the ServicePoint application.

Responsibilities of CoC:

- Oversight of the HMIS in Clackamas County.
- Designation of a CoC Oversight Committee to track HMIS implementation and progress.
- Requiring all HUD CoC and ESG grantees to participate fully in HMIS. The exception to this will be domestic violence programs that will be required to use a comparable data system.
- Oversight of the HMIS Data Quality protocol.
- Ensuring accurate data reporting in the CoC Application utilizing HMIS data.
- Reviewing, revising, and approving all HMIS policies and plans.
- Participation in the development and implantation of HMIS use in a Coordinated Assessment/Intake system.
- Ensuring that the HMIS HUD grant is included in the CoC's Priority List in the annual Continuum of Care Application submission to HUD.


- Requiring successful participation in the Annual Homeless Assessment Report (AHAR) starting in the 2007/2008 federal fiscal year and the AHAR Veterans Addendum starting in 2008/2009 federal fiscal year.
- Requiring annual successful participation in HUD's HDX (Homeless Data Exchange) for Housing Inventory and Point-in-Time homeless count data starting in 2010.

Responsibilities of CD as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Clackamas County.
- Provide group and individual training to HMIS users in Clackamas County.
- Provide individualized technical assistance to HMIS Agency Administrators in Clackamas County.
- Ensure system-wide notification and training for ServicePoint upgrades.
- Ensure system-wide notification and training for HUD implementation of
 1. Programs with new data collection protocols;
 2. Changes in HMIS Data and Technical Standards;
 3. New reporting requirements.
- Assist CoC grantees with specialized reporting needs.
- Provide tools, guidance, and review for APRs prepared by HUD CoC grantees.
- Develop and implement a CoC Data Quality Plan.
- Develop and implement an HMIS Privacy and Security Plan.
- Monitor and promote good data quality using the CoC's Data Quality Plan; provide auditing and technical assistance as needed.
- Assist in developing and staffing the CoC HMIS Oversight Team.
- Recommend continuum-level mechanisms for monitoring compliance with approved HMIS policies and procedures.
- Develop performance measure recommendations for CoC annual program review.
- Ensure that HUD HMIS performance benchmarks are included in the CoC's annual program review.
- Generate data necessary for CoC Exhibit 1 Application and assist in completing appropriate sections.
- Produce quality AHAR data, starting in the 2007/2008 federal fiscal year, including the AHAR Veterans Addendum starting in the 2008/2009 federal fiscal year.
- Function as the Clackamas CoC's liaison to the State-wide HMIS Implementation effort.
- Ensure compliance with the Portland Housing Bureau's HMIS IGA with Clackamas County.
- Participate in the state-wide HMIS system administrators' work group lead by Portland Housing Bureau.
- Collaborate with CD CoC Lead staff on CoC data needs.
- Take lead on HMIS program expansion as new programs and activities (i.e. Homeless Street Count) are folded in.
- Provide grant administration functions for the CoC's HMIS HUD grants:
 1. Prepare annual renewal grants;
 2. Identify and secure grant match;
 3. Track grant expenditures throughout the project year;
 4. Ensure quarterly drawdown of HMIS grant funds;
 5. Prepare and submit to HUD the Annual Progress Report for the HMIS grants;
 6. Participate in field office monitoring.


Revised 7-23-13

Clackamas County Community Development Division HMIS Agreement Review Certification:

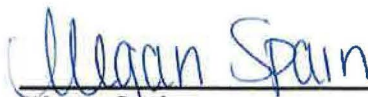


Chuck Robbins Date 8/7/19
Director
Clackamas County Community Development Division

Clackamas County Continuum of Care HMIS Agreement Review Certification:



Erika Silver Date 8-6-19
CoC Chair
Human Services Manager
Clackamas County Social Services



Megan Spain Date 8-6-19
CoC Chair
Program Director
The Inn



DAN JOHNSON
DIRECTOR

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

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Lolo Pass Road Stabilization and Surface Preservation Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$15,000 and is included in the \$4,104,731 total project budget.
Funding Source	\$862,809 of County Road Funds and \$3,241,922 from the Federal Lands Access Program will be utilized for this project.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding. 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement. 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement. 8/22/19 BCC Approval of a Federal Lands Access Program Project Grant Agreement. 03/16/21: Discussion item at Issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by stabilizing and improving the road to help protect it from damage in the next flood event and to preserve a high quality road surface.
Counsel Review	Date of Counsel review: 3/1/21, NB
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>

	This item is a resolution of necessity, required under ORS 35 as a precursor in support of possible condemnation action.
Contact Persons	Sharan LaDuca, DTD Sr. Right of Way Agent @ (503) 679-0619 (c)

The Federal Lands Access Program and County Road Funds will be used to stabilize and improve E Lolo Pass Road by extending a section of existing revetment constructed as a part of the Lolo Pass Road Emergency Repair Project. The revetment construction is intended to reduce the likelihood that the Sandy River will leave its banks during the next flood event at this location. Additionally, Lolo Pass Road will receive a two-inch asphalt overlay along the entire 3.99 miles of road between Highway 26 and the Mount Hood National Forest Boundary to the north.

In order to construct the improvements as designed, additional rights of way and easements will be required. The project is expected to impact one property abutting the project alignment. The Board has authority to exercise the power of eminent domain under ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase, or condemnation proceedings. In accordance with the procedure set forth in that statute, a Resolution of Necessity is required before offers are made for needed rights of way and easements.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (the "Department") project development procedures and the final legal descriptions required for acquisition of the needed rights of way and easements from one property affected by the Project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will utilize their own expertise and reliable data sources to prepare an Appraisal Waiver Valuation in accordance with applicable law and regulation for acquisitions valued under \$10,000.

The resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights and to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan LaDuca

Sharan LaDuca
Senior Right of Way Agent

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Lolo Pass Road Stabilization and Surface Preservation Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on March 25, 2021 and,

It appearing to the Board that the Lolo Pass Road Stabilization and Surface Preservation Project ("the Project") will stabilize and improve the road by extending a revetment and improving and preserving the road surface with additional pavement; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that rights of way and easements within the boundaries described in the attached Exhibits "A-1" and "B-1" (Exhibits) are a necessary part of the Project; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development ("the Department"), in connection with the Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Lolo Pass Road Stabilization and Surface Preservation Project



Resolution No. _____

Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2). If the Director of the Department (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2021.

Tootie Smith, Chair

Recording Secretary

Exhibit "A-1"

Page 1 of 2

File No 1

February 23, 2021

PERMANENT RIGHT-OF-WAY EASEMENT FOR ROAD PURPOSES

A tract of land located in the Northwest one quarter (NW 1/4) of Section 26, Township 2 South, Range 7 East, Willamette Meridian, Clackamas County, Oregon and being a portion of land as described in Statutory Warranty Deed, recorded as Document Number 2020-007217, Clackamas County Deed Records, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

Commencing at the most southern corner of that parcel of land as described in said Document Number 2020-007217, said point being located on the northerly Right-of-Way line of E. Lolo Pass Road, County Road No. 720, said point being marked by a found 5/8" diameter iron rod;

Thence, along the northerly Right-of-Way Line of E. Lolo Pass Road, North 75°47'45" East, a distance of 36.15 feet to a point marked by a 5/8" iron rod, also being the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 600.00 feet, to which a radial line bears North 17°55'18" West and being the **True Point of Beginning**;

Thence leaving said Right-of-Way northeasterly along said curve through a central angle of 32°17'20" an arc distance of 338.13 feet, the long chord being N55°56'02"E – 333.67 feet, to a point of tangency;

Thence North 39°47'22" East, a distance of 71.22 feet to a point on said Right-of-Way;

Thence along said Right-of-Way, South 36°51'05" West a distance of 156.28 feet to the beginning of a curve concave northwesterly, said curve has a radius of 256.48 feet;

Thence continuing along said Right-of-Way, southwesterly along said curve through a central angle of 38°56'40" an arc distance of 174.33 feet, the long chord being N56°19'25"E – 171.00 feet, to a point of tangency;

Thence continuing along said Right-of-Way, South 75°47'45" West, a distance of 88.67 feet to the **True Point of Beginning**;

Exhibit "A-1"

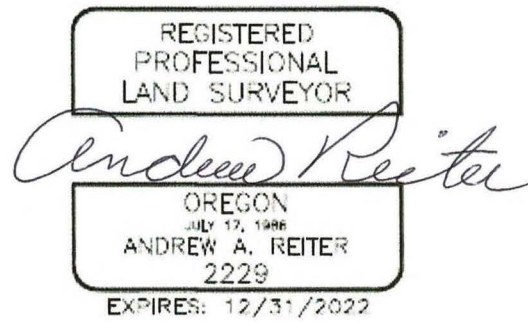
Page 2 of 2

File No 1

February 23, 2021

The land herein described contains 4,430 square feet, more or less.

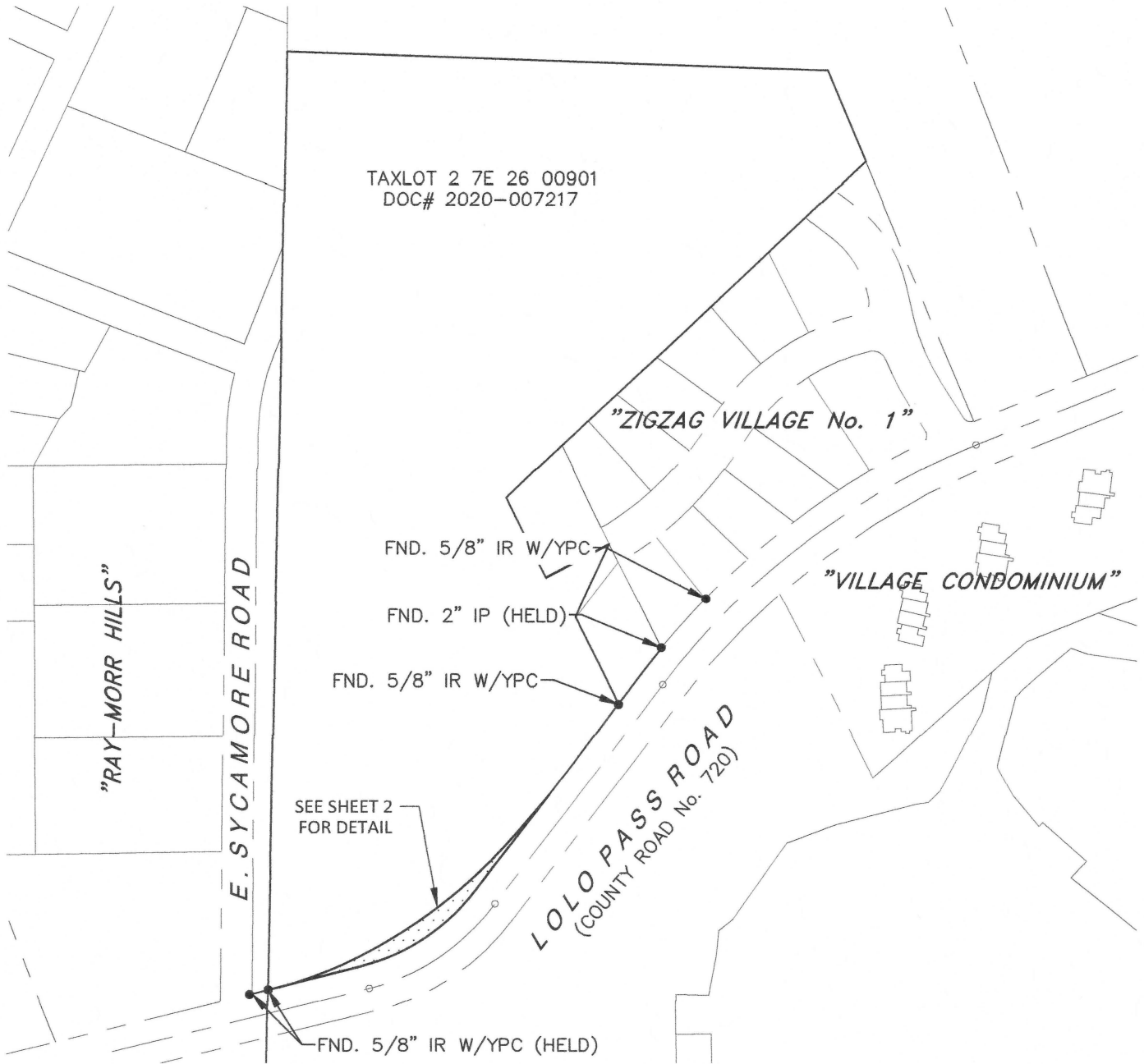
Basis of bearings and boundary determination for this description was held from Survey SN2011-025.



LOCATED IN THE NW 1/4 OF SECTION 26
 T. 2 S., R. 7 E., W.M.,
 CLACKAMAS COUNTY, OREGON

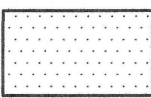



SCALE: 1" = 200'



LEGEND

DOC# DEED DOCUMENT NUMBER
 IR IRON ROD
 IP IRON PIPE
 W/YPC WITH YELLOW PLASTIC CAP

 PERMANENT RIGHT-OF-WAY
 EASEMENT
 AREA = 4,430 Sq.Ft.±



**CLACKAMAS
 COUNTY**

DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT

EXHIBIT "B-1"
 LOLO PASS ROAD
 STABILIZATION AND
 SURFACE PRESERVATION
 PAGE 1 OF 2

**PERMANENT RIGHT-OF-WAY
 EASEMENT FOR ROAD PURPOSES**

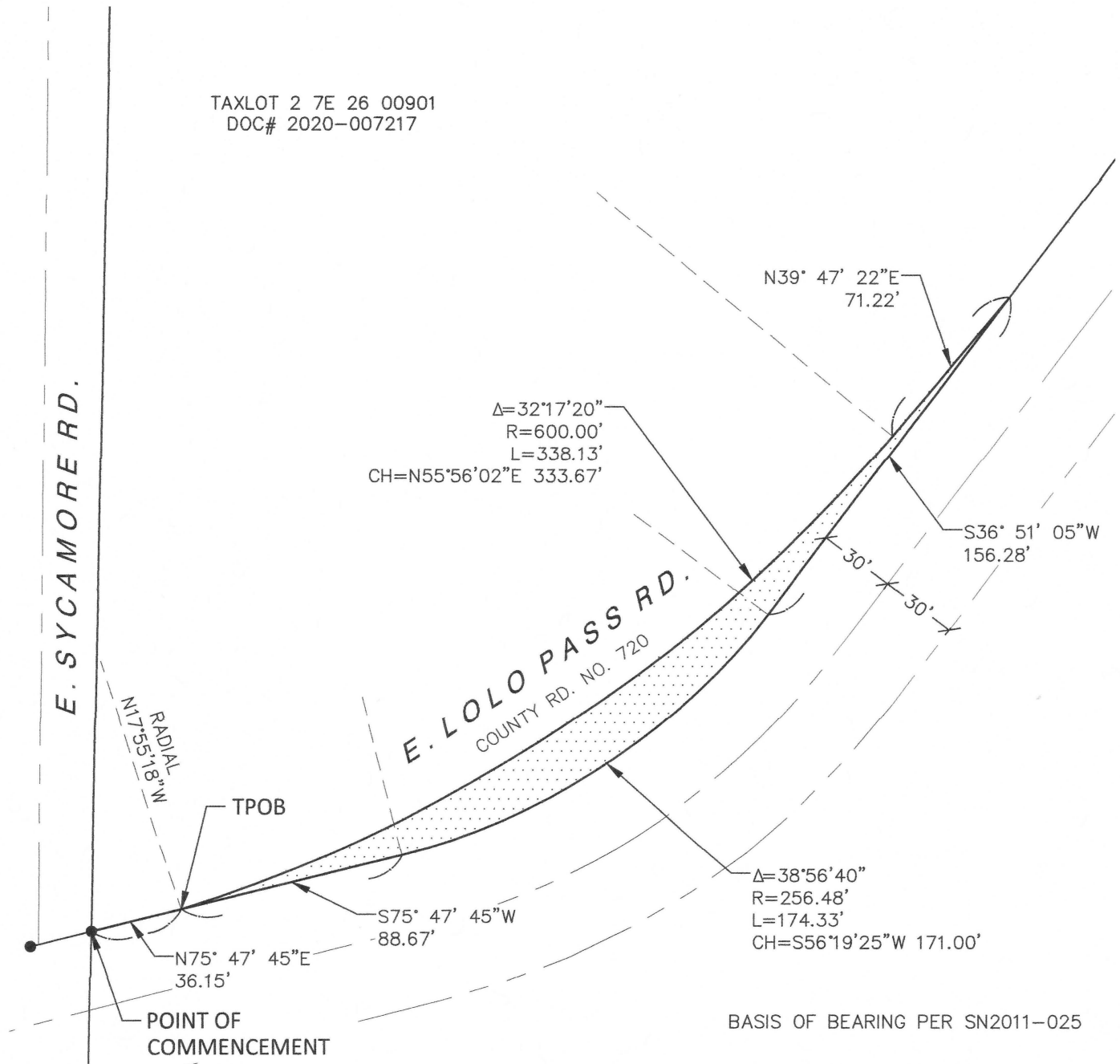
RD. FILE NO.	DRAWN BY	DESIGN BY	DATE:
	AAR	AAR	02/03/21

LOCATED IN THE NW 1/4 OF SECTION 26
 T. 2 S., R. 7 E., W.M.,
 CLACKAMAS COUNTY, OREGON



SCALE: 1" = 60'

TAXLOT 2 7E 26 00901
 DOC# 2020-007217



LEGEND

TPOB TRUE POINT OF BEGINNING
 DOC# DEED DOCUMENT NUMBER

PERMANENT RIGHT-OF-WAY
 EASEMENT
 AREA = 4,430 Sq.Ft.±



DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT

EXHIBIT "B-1"
 LOLO PASS ROAD
 STABILIZATION AND
 SURFACE PRESERVATION
 PAGE 2 OF 2

PERMANENT RIGHT-OF-WAY
 EASEMENT FOR ROAD PURPOSES

RD. FILE NO.	DRAWN BY	DESIGN BY	DATE:
	AAR	AAR	02/03/21

Draft

Approval of Previous Business Meeting

Minutes:

March 11, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 11, 2021 - 6:00 PM

Virtual Meeting via Zoom and in Person

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

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

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

In Person:

1. Jo Haverkamp – Oregon City – Commissioners Shull and Commissioner Fischer
2. John Knotts – Sandy – Concerns with slander and cancel culture; county employee issues
3. Rick Dodge – Milwaukie – Commissioner Shull and unhappy with the vehicle registration and taxes;
4. Danette VanDussen – Sandy – Small Business Owner - Commission Fischer and Commissioner Shull

March 11th Business Meeting Registered Testimony Spoke;

1. Cris Waller – Milwaukie – Commissioner Shull – Cut short due to recording being played
2. Bill Markt – West Linn – Stafford Hamlet Update
3. Jahan Anoushiravani - Milwaukie – Commissioner Shull
4. Bill Wehr - Clackamas County – Veterans Committee from last week
5. Les Poole - Clackamas County – Commissioner Shull/Commissioner Fischer – Resolution on Rioting
6. Christine Kennedy – Lake Oswego – Commissioner Shull, committee assignments and censure

~Board Discussion~

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

~Board Discussion~

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

Shull, PS, SF, MS, TS

Adjourned 7:44 PM



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to Enter into an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon (TriMet) to Provide Transit Police Services

Purpose/Outcome	Funds received by TriMet will reimburse the Clackamas County Sheriff's Office for the actual cost of personnel assigned to provide patrol services to further TriMet's goal, "to build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system."
Dollar Amount and Fiscal Impact	TriMet will fully compensate CCSO for the actual cost of salary and benefits of the personnel assigned to provide patrol services
Funding Source	Funds for this program come to the County through direct reimbursement from TriMet
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
Duration	The initial term of this IGA is April 1, 2021 – June 30, 2025. The IGA will automatically renew for one-year terms through June 30, 2028, unless terminated prior to this date by either party.
Previous Board Action/Review	The Board of County Commissioners has approved prior IGAs between TriMet and CCSO in past years
Counsel Review	1. <i>Date of Counsel review:</i> 03/09/2021 2. <i>Initials of County Counsel performing review:</i> AN
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
Contact Person	Undersheriff Michael Copenhaver, michaelcop@clackamas.us
Contract No.	GS210830EV

BACKGROUND:

Funds awarded via this IGA will allow for the Clackamas County Sheriff's Office to assist TriMet in furthering its objectives to, "focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and services providers," and to, "maintain public confidence in use of transit services." Patrol services provided by CCSO will be solely for transit areas within the boundaries of Clackamas County.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves and signs this Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Tri-County Metropolitan Transportation District of Oregon.

Respectfully submitted,

Angela Brandenburg,
Sheriff

Office: 9101 SE Sunnybrook Blvd., Clackamas, OR 97015

Mailing: 2223 Kaen Road, Oregon City, OR 97045

Phone: 503-785-5000 • Fax: 503-785-5190 • www.clackamas.us/sheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON AND CLACKAMAS COUNTY
FOR TRANSIT POLICE SERVICES**

Contract No. GS210830EV

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (TriMet) and Clackamas County, pursuant to authority granted in ORS Chapter 190 for the purpose of providing Transit Police Services to TriMet.

RECITAL

TriMet and Clackamas County (“the Parties”) desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. TERM

The initial term of this Agreement shall be from April 1, 2021 through June 30, 2025. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2028, unless terminated sooner under the terms of this Agreement.

2. SERVICE LEVEL

- a. For the term of this Agreement, Clackamas County (also referred to as a Subsidiary Agency) will provide one or more full-time officer(s) or deputies (“law enforcement personnel”) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Clackamas County Sheriff's Office, the TriMet Chief of Police, and TriMet's Executive Director, Safety and Security (Executive Director) with such letter in substantially similar a form as set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of law enforcement personnel is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide law enforcement personnel to the Division. Clackamas County law enforcement personnel assigned to the Division will remain employees of Clackamas County and will not be considered employees or agents of TriMet or Multnomah County. For purposes of this Agreement, the law enforcement personnel assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.
- b. Prior to this Agreement becoming effective, a separate intergovernmental agreement will be executed among TriMet and Multnomah County (Prime Agreement) to provide for the management, oversight, and deployment of the Division, including the assignment of Command Personnel to the Division. The Prime Agreement will provide that all Subsidiary Agencies are a third party beneficiary under the Prime Agreement for purposes of Multnomah County's obligation to indemnify Subsidiary Agencies for Multnomah County's actions.

- c. Clackamas County is, and shall at all times be deemed to be an independent contractor. Clackamas County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by Clackamas County pursuant to this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between TriMet and Multnomah County or Clackamas County or any of Clackamas County's agents or employees.

3. ASSIGNMENTS

- a. Deployment Strategy and Priority for Services: Both parties recognize that they have legitimate interests in the deployment strategy and priority of services of Transit Police personnel. The Parties shall work together to insure that the deployment and priorities of law enforcement personnel assigned to TriMet is effective and efficient, and in accordance with TriMet's Public Transit Agency Safety Plan (PTASP), TriMet's Security Management Plan (SMP), TriMet's Emergency Operations Plan (EOP), Federal Transit Administration (FTA) regulations concerning safety and security of transit systems, and as summarized in the attached Exhibit 1, which is incorporated into and made part of this Agreement.
- b. Daily Operation. Supervision of law enforcement personnel for the daily operations of the Transit Police will be provided by the Division's command personnel. Command personnel consists of an Multnomah County Deputy Sheriff with the rank of Captain to serve as the TriMet Transit Police Chief, the lieutenants, and sergeants assigned to the Division. The Police Chiefs or Sheriffs of the Subsidiary Agencies and the TriMet Transit Police Chief shall determine deployments of the respective jurisdiction's personnel on the transit system in accordance with the provisions of Exhibit 3.
- c. General Orders, Directives, and Training, Division Standard Operating Procedures. All law enforcement personnel assigned to the Division will remain subject to the General Orders, Directives, and training requirements of the Clackamas County Sheriff's Office. Additionally, all law enforcement personnel assigned to the Transit Police will abide by the Division's Standard Operating Procedures. In the event of a conflict among the Clackamas County Sheriff's Office's General Orders Directives, and the Division's Standard Operating Procedures, the Clackamas County Sheriff's Office's General Orders will prevail.
 - i. TriMet will not develop, maintain, or create any training materials, general orders, or directives for use by any law enforcement personnel assigned to the Transit Police in carrying out law enforcement activities. TriMet may provide orientation to law enforcement personnel on TriMet's system, the TriMet Code, and other non-enforcement specific information or training.
- d. Selection and assignment of law enforcement personnel to the Transit Police will be determined jointly by the command personnel of the Clackamas County Sheriff's Office and the Transit Police command personnel. Every effort will be made to select the most qualified available officer or deputy making application for assignment to the Transit Police.

- e. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the TriMet Transit Police Chief. Once approval is received from the Executive Director, the TriMet Transit Police Chief will submit in writing to the Executive Director the name of the Subsidiary Agency providing the supplemental police services, and the number and names of personnel being assigned.
- f. Term of Assignment: Law enforcement personnel assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Clackamas County. In the event of a hardship, Clackamas County shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

4. REIMBURSEMENT OF COSTS

- a. Personnel Costs: Clackamas County shall be responsible for paying the salaries, overtime, insurance, retirement, cell phone monthly bases, and other benefits (“Personnel Costs”) of its respective law enforcement personnel serving in the TriMet Transit Police Division. Clackamas County shall invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by Clackamas County. Administrative fees charged by the Clackamas County to TriMet in connection with billings shall be 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving the invoice.
- b. Invoices. All invoices must be submitted in conformance with Exhibit 4. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving: (1) the respective invoice in the required format; and (2) any additional supporting documentation requested by TriMet. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 S.E. 17th Avenue, Portland, OR 97202. For invoicing and auditing purposes, TriMet reserves the right to request any supporting documentation, including but not limited to timesheets, purchase orders, accounting charge spreadsheets, or invoices. TriMet reserves the right to reject any invoice or other payment request that is not in conformance with the requirements of this Agreement, including exhibits.
 - i. Payment. If TriMet fails to make a monthly payment within 45 days of an undisputed billing, Clackamas County may charge an interest rate no more than two percentage points above the interest rate on the monthly Clackamas County investment earnings.
- c. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Transit Police Chief and the Executive Director as set forth in this paragraph. Training shall be in furtherance of the mission of the Transit Police to improve the understanding of the unique operational needs of transit or in furtherance of TriMet’s mission. Routine or required trainings for law enforcement personnel will generally not be approved. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be

scheduled at least 30-days in advance of the training date. If approved by the Transit Police Chief, the Transit Police Chief shall forward the training/meeting cost requests to TriMet's Executive Director for final approval.

- d. Equipment and Uniforms: Clackamas County shall assign law enforcement personnel to the Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of law enforcement personnel from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.
 - i. Computers and Email. Clackamas County will provide access to a computer, an e-mail ID, appropriate software, training and support to all Clackamas County law enforcement personnel assigned to the Transit Police. All Clackamas County employees will maintain their Clackamas County e-mail ID. Clackamas County Information Services will provide support for county-issued equipment.
 - ii. Cell Phones. Clackamas County will provide its law enforcement personnel assigned to the Transit Police with cell phones.
 - iii. Radios. Clackamas County shall provide 800 MHz radios to all of its law enforcement personnel assigned to the Transit Police. Law enforcement personnel assigned to the Transit Police will be dispatched and use Clackamas County Sheriff's Office radio channels.
- e. Body Cameras. If Clackamas County authorizes the use of body worn cameras, Clackamas County will provide body cameras to law enforcement personnel assigned to the Transit Police. Clackamas County will be responsible for all costs related to data storage for body cameras. New and replacement body cameras may be billed to TriMet as provided in this Section. Reimbursement for data storage costs associated with body camera footage retention system will be negotiated in a separate agreement or by amendment to this Agreement.
- f. Equipment Replacement. Expenses associated with routine replacement of uniform and equipment unintentionally damaged by Transit Division personnel or worn-out in normal use shall be billed to TriMet subsequent to pre-approval. Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet. Monthly equipment replacement reserve costs for those items Clackamas County manages in that manner shall be billed to TriMet.
- g. Overtime. The following provisions apply to overtime for any personnel assigned to the Division by Clackamas County:
 - i. Discretionary. If approved in writing by the Executive Director of Safety and Security or the Executive Director's designee, Clackamas County may provide additional law enforcement personnel to perform operational overtime for special events or unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the law enforcement personnel.

- ii. Disaster or Unusual Occurrence Overtime. If TriMet experiences a disaster or unusual occurrence that is within the TriMet District and officer overtime is requested by TriMet to stabilize the situation, the actual overtime expenditures will be billed to a grant, if available, or to TriMet if no grant funding is available.
- iii. Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, TriMet may be responsible for the direct overtime expense of additional deputies performing duties, as negotiated under then-existing mutual aid agreements.
- iv. Tracking Overtime. Clackamas County will track the costs of any overtime incurred by the assigned law enforcement personnel that is related to his/her assignment to the Transit Police. TriMet agrees to reimburse Clackamas County for the actual cost of any TriMet-related overtime incurred by the assigned law enforcement personnel and approved by the TriMet Executive Director. TriMet will work with the TriMet Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The Executive Director will be responsible for approving all non-routine overtime.
- h. Other Expenses. Any reimbursement by TriMet of costs or expenses incurred by Clackamas County in the performance of this Agreement not included in this Agreement, shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms. Clackamas County shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this Agreement.
- i. Annual Budget: Prior to January 1st of each year of this Agreement beginning in 2022 and every year thereafter, Clackamas County shall submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Clackamas County under this Agreement. If the parties cannot agree on such compensation by January 1st, any party may elect to terminate this Agreement without penalty.
 - i. Notwithstanding the forgoing, prior to March 1, 2021 the parties shall agree on a budget for the remainder of the fiscal year and the following fiscal year (March 1, 2021 through June 30, 2022).
- j. Increases. If there are changes in Clackamas County General Orders or Policies that increase or modify the agreed upon Annual Budget, such costs increases shall be the responsibility of Clackamas County.

5. **AGENCY COOPERATION AND COORDINATION**

- a. The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Multnomah County, and Clackamas County are coordinated and effective.
- b. The TriMet Chief of Police or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
- c. Clackamas County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Clackamas County agrees to provide to the Division TriMet coded reports, data, and records based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system. TriMet agrees to make available to Clackamas County, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- d. The Prime Agreement establishes that Multnomah County and TriMet will develop a strategic plan that will include performance metrics to measure the effectiveness of transit police services with the goal of continuous improvement of services. These performance metrics will be used to prioritize the deployment of services and overall law enforcement strategy for the Division.

6. **COLLECTIVE BARGAINING AGREEMENTS**

The parties agree that law enforcement personnel assigned to the Division from Clackamas County are subject to and protected by their respective collective bargaining agreements, and by Exhibit 3 to this Agreement, to the extent the terms of Exhibit 3 are not in conflict with the respective collective bargaining agreements. Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.

7. **VEHICLES**

- a. Vehicles assigned to the Transit Police Division shall be purchased by TriMet for the exclusive use of law enforcement personnel. Those vehicles shall be marked with appropriate distinctive insignia to indicate they are Transit Police vehicles. TriMet shall hold title to all vehicles assigned to the Transit Division and be responsible for obtaining and maintaining all vehicle registration and applicable insurance, including self insurance.
- b. TriMet grants the following permit to Clackamas County for use of the vehicles described in this Section. Clackamas County shall use Vehicles only for the purposes expressly provided for herein, and shall, at its own expense, comply with and obey all laws, rules and regulations in using the Vehicles, including applicable requirements of the Federal Transit Administration. Clackamas County represents and warrants that its personnel are adequately trained and licensed to carry out the activities of Clackamas County under this Permit, and specifically, to operate the Vehicles. Clackamas County

shall allow only such trained and licensed personnel to perform the activities authorized by this permit, including operation of the Vehicles.

- c. Notwithstanding any other provision of this Agreement, including Section 10 TERMINATION, either party may immediately terminate this permit of use granted under 6 by providing written notice to the other party as provided in this Agreement for notices.
- d. Clackamas County shall not permit any other party other than officers from other Transit Police Division participating jurisdictions to take possession of or use the Vehicles described in this Section 7 while in the custody of Clackamas County under this Agreement.

8. **K-9 UNIT TRAINING FACILITY**

- a. TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective August 1, 2012 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. Clackamas County agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- b. Based on funding and other needs, the K-9 Program will be approved annually by the General Manager. K-9 Patrol Unit functions may include:
 - i. Conduct Patrol duties with officer;
 - ii. Respond to calls for suspected explosives;
 - iii. Proactively screen deliveries;
 - iv. Perform perimeter checks;
 - v. Evaluate abandoned packages;
 - vi. Support executive protection (with TriMet’s approval only);
 - vii. Support the management of special events; and
 - viii. Public relation events and community outreach;

9. **PROJECT MANAGERS**

- a. Project Managers. All communications or notices under this Agreement shall be provided to the Project Managers designated by this Paragraph. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

- i. TriMet's Project Manager is:

Marla Blagg, Executive Director of Safety & Security
Phone: 503-962-5823
Address: 1020 NE 1st Avenue, Mailstop PSO, Portland, OR 97232

- ii. Clackamas County's Project Manager is:

Angie Brandenburg, Sheriff
Phone: 503-785-5000
Address: 2223 Kaen Road, Oregon City, OR 97045

10. TERMINATION

- a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
- b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Multnomah County and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
- c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.
- d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.
- e. Upon expiration or termination of this Agreement for any reason, TriMet will receive all equipment, vehicles, and supplies billed to TriMet during the course of this Agreement. Equipment and materials in excess of \$1,000 acquired by Clackamas County pursuant to this Agreement will be cataloged and tracked by Clackamas County, and transferred to TriMet upon termination. In addition, Clackamas County will transfer to TriMet the balance of all equipment reserve accounts to TriMet upon termination for any reason.

11. INDEMNIFICATION

- a. Intent. Multnomah County and Clackamas County will be responsible for the work of the law enforcement personnel assigned to the TriMet Transit Police Division. It is the intent of the parties that each party be responsible for their own actions or the actions they direct or control. Personnel assigned to the division from Clackamas County are not agents of TriMet or Multnomah County. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

- b. Indemnity to TriMet and Multnomah County. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, Clackamas County shall indemnify and hold harmless TriMet and Multnomah County and their respective officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Clackamas County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against TriMet or Multnomah County, Clackamas County shall defend the same at its sole cost and expense; provided that TriMet and Multnomah County each reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against TriMet or Multnomah County, and its respective officers, agents, and employees, or any of them, or jointly against TriMet, the County, and Clackamas County and their respective officers, agents, and employees, or any of them, Clackamas County shall satisfy the same. Clackamas County is self-insured and maintains excess coverage for amounts over one million dollars. Clackamas County shall maintain excess coverage in an amount of at least one million dollars (\$1,000,000) and name TriMet and Multnomah County as an additional insured.
- c. Indemnity to Clackamas County. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, TriMet shall indemnify and hold harmless Clackamas County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of TriMet, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against Clackamas County, TriMet shall defend the same at its sole cost and expense; provided that Clackamas County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Clackamas County, and its officers, agents, and employees, or any of them, or jointly against Clackamas County and TriMet and their respective officers, agents, and employees, or any of them, the TriMet shall satisfy the same. TriMet is self-insured and maintains excess coverage for amounts over one million dollars.
- d. Liability Related to TriMet Ordinances, Policies, Rules and Regulations. In executing this Agreement, the Clackamas County does not assume liability or responsibility for, or in any way release TriMet from any liability or responsibility which arises in whole, or in part, from the validity or enforcement of TriMet's ordinances, policies, customs, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TriMet adopted ordinance, policy, custom, rule or regulation is at issue, TriMet shall defend the enforceability and/or validity of any such ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against TriMet, Clackamas County, or an individual officer due to the enforceability and/or validity of any such TriMet ordinance, policy, custom, rule or regulation, TriMet shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a TriMet policy or ordinance is

unconstitutional and/or violates a person's rights, TriMet shall indemnify Clackamas County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. TriMet's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, TriMet shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a TriMet ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of this Section that make each party liable for its own actions.

12. **THIRD PARTY BENEFICIARY**

The parties acknowledge and agree that Multnomah County is a third party beneficiary of the indemnity provisions of Section 11 of this Agreement and shall be entitled to enforce its rights under Section 11 of the Agreement as if it were a party hereto.

13. **SEVERABILITY**

The parties agree that if any term or provision of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

14. **MEDIATION**

Should any dispute arise between the Parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any Party commencing litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by all Parties.

15. **COMPLIANCE WITH LAWS**

Each party must comply with all federal, state, and local laws, rules and regulations applicable to this Agreement.

16. **DATA RETENTION**

Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law. Records and documents with respect to matters covered in this Agreement shall be retained for three years after the termination of this Agreement.

17. **SURVIVAL**

The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

18. **AMENDMENT**

This Agreement may be modified at any time by written agreement of authorized representatives of TriMet and Clackamas County.

19. **INSURANCE**

Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.

20. **FEDERAL FUNDING**

This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit 5.

21. **INTEGRATION**

This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibits 1 through 5 attached hereto which are made a part of this Agreement and constitutes the entire agreement among the parties.

22. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

23. **EXECUTION**

This Agreement shall be effective upon completion of (1) all parties signing the Agreement; and (2) Multnomah County executing a Prime Agreement with TriMet for Transit Police Services as described in Section 2 of this Agreement.

SIGNATURE PAGE FOLLOWS

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

TRIMET

CLACKAMAS COUNTY

General Manager
TriMet

Authorized Official
Clackamas County

Chair, Tootie Smith

Date

Title

Executive Director, Safety & Security
TriMet

Date

Date

Approved as to form:

TriMet Legal Department

Attorney
Clackamas County

Date

Date

Exhibits:

- Exhibit 1 – Transit Police Division Deployment Strategy and Priorities
- Exhibit 2 – Transit Police Division Staffing Letter
- Exhibit 3 – Transit Police Division Personnel Operations
- Exhibit 4 – Billing Requirements
- Exhibit 5 – U. S. Department of Homeland Security Grant Requirements

EXHIBIT 1

Transit Services Deployment Strategy and Priorities

GOAL: To build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.

OBJECTIVES: TriMet's objectives for the TriMet Transit Police Division are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.
2. To build and maintain an appropriate level of cooperation and coordination between the TriMet Transit Police Division, contracted security services provider, and TriMet field personnel, i.e., Operators, Fare Inspectors, and Road and Rail Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.
3. To build a high level of cooperation and coordination between the TriMet Transit Police Division and other federal, state, and local law enforcement agencies.
4. To maintain public confidence in use of transit services.
5. To report related incidents to TriMet.

STRATEGY: The deployment of the TriMet Transit Police Division is to be developed in coordination with TriMet and will take into consideration the identified security needs of TriMet. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, TriMet employees, and the general public as they interact with the transit system.

PRIORITIES: Deployment priorities for the TriMet Transit Police Division will emphasize:

1. Enforcement: Focusing on TriMet ordinances and State and City laws to help ensure the security of passengers, employees, and TriMet's property by responding timely to transit incidents.
 - a. TriMet has decriminalized fare evasion penalties. Asking TriMet riders for proof of payment (e.g. fare inspection) is not a priority for law enforcement. Fare inspection should almost exclusively be conducted by personnel that are not law enforcement officers.

2. Problem Orienting Policing: Identifying problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for preventive action; using-when-ever possible-community policing strategies. When appropriate, coordinate and assist in providing other services, including services for individuals on transit without stable housing and individuals with behavioral, health, or quality of life concerns, as well as services offered by TriMet such as fare relief programs.
3. Community Involvement: It is a priority of TriMet to have our transit policing integrated with the Clackamas County's initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible pro-active presence on and around TriMet's public facilities.
4. Visible Presence: On board buses and light rail (MAX) and at transit center/transfer points.
5. Special Event Support: Develop and execute special operations plans, which includes transit security for planned and unplanned events. Participate in incident command posts established by State and local law enforcement agencies to ensure mass transit needs are represented when law enforcement activity may impact transit operations and coordinate efforts between law enforcement and TriMet's Operations Command Center
6. Reporting: Provides periodic and timely reports concerning the TriMet Transit Police Division's work, analyzes crime, part 1 crime data and trends, and related system security and safety data, and makes recommendations to TriMet with respect to strategy, deployment, and resource allocation.
7. Citizen Complaints: All citizen complaints concerning deputies or other personnel from the Multnomah County Sheriff's Office will be referred to the Sheriff with the finding copied to the TriMet Chief of Police. Both parties agree to:
 - a. Maintain a police accountability system as described at subsections (b) through (g) below.
 - b. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about MCSO deputies working in the Transit Police Division.
 - c. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers or deputies who work in the Transit Police Division.
 - d. Deliver all complaints about an officer or deputy who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.

- e. Absent a conflict with ORS 181.854(3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- f. To the extent it does not conflict with any applicable labor agreement and agency procedures or directives, the following procedure will be used to handle criminal and non-criminal investigations related to law enforcement personnel assigned to the Transit Police:
 - i. Non-Criminal Investigations. Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.
 - ii. Criminal Investigations. Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.
 - iii. Cooperation. All TPD agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.
 - iv. Notifications. When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the Transit Police Chief and the employing agency as soon as possible. At the completion of each investigation the lead agency will apprise the Transit Police Chief and the employing agency of the findings.
- g. Conduct joint investigations when necessary and appropriate.

**EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER**

(on TriMet letterhead)

(date of letter)

Angie Brandenburg, Sheriff
Clackamas County
2223 Kaen Road
Oregon City, OR 97045

RE: Clackamas County Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the March 2021 Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and Clackamas County, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the Clackamas County to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), , To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s)) etc.
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of personnel assigned from the Clackamas County to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Marla Blagg
Executive Director, Safety and Security
TriMet

Agreed to by the Clackamas County:

Agreed to by Multnomah County:

Sheriff

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future Clackamas County law enforcement personnel assigned to the Division will use their Clackamas County date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future Clackamas County officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.
9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.
10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.
11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.
12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.
13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.
14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.
15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.
 - a. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.
 - b. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.
17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.
18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.
19. **Discipline.** Discipline and discharge Clackamas County law enforcement personnel assigned to the Division will be the responsibility of Clackamas County and in accordance with the Collective Bargaining Agreement between Clackamas County and its law enforcement personnel .
20. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between Clackamas County and its law enforcement personnel shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4 BILLING REQUIREMENTS

Microsoft Excel Spreadsheet will be provided that is substantially similar to the following:

TriMet Transit Police Invoice: <i>Name of Agency</i>																						
Dates of service: <i>Month and year of billing - by paydate</i> Pay dates: <i>begin date - end date</i> Pay periods: <i>begin date - end date</i>																						
Pay date	Employee Name	Position	Total hours in pay period	Regular wages (Actual)					Premium wages (Actual)													
				Regular hours	OT hours	Longevity	Hourly rate (Actual)	Overtime rate (Actual)	Total regular pay	K9 Hazard Rate	Patrol	Education	On Call	Dog Handler	Total premium pay							
				0.00%	0.00%					0.00%					0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxes/Benefits (Actual)																						
Pay date	Employee Name	Position	Pension - PERS Employee	Pension - PERS Employer	Insurance (Dental & Medical)	Life/STD	Cleaning	Social Security & Medicare	SDI/UC	SUTA	TriMet	Sworn OPSRP for FPDR (X%) all pay	Sworn OPSRP for FPDR (X%) all pay	Sworn Disability for FPDR (X%) all pay	Total Taxes & Benefits							
			Actual wages/Benefits total		-		Admin rate (5%)		-		Total billing		-									
Employee Name	Overtime date	Overtime hours	Overtime paid (Actual, Including benefits)		Overtime description																	

**EXHIBIT 5 – TRANSIT SECURITY GRANT PROGRAM (TSGP)
FEDERAL REQUIREMENTS CONTRACT LANGUAGE**

1. No Government Obligation To Third Parties

TriMet and Multnomah County (Contractor) acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “ 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above paragraph in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Equal Employment and Civil Rights (01/18)

Contractor agrees to comply with the following provisions and include in all subcontracts.

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Federal transit law, TriMet is a recipient of Federal funds, and as such, prohibits discrimination of any kind. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability .
- B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contracts” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- C. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements DHS may issue.
- D. Age - In accordance with the Age Discrimination in Employment Act of 1974, as amended, 42 U.S.C Sections 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, the Age Discrimination in Employment Act, 29 U.S.C. Sections 621 et seq., and Equal Employment Opportunity Commission implementing regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E. Disabilities - In accordance with section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Sections 12101 et seq., and Titles I, II, III, IV, and V of the ADA, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- F. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Incorporation of Department of Homeland Security Requirements

The preceding provisions include, in part, certain standard terms and conditions required by DHS, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DHS, are hereby incorporated by reference. The Contractor shall comply with the applicable DHS Special Conditions set forth in

Appendix A.

7. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

8. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Procurement of Recovered Materials (04/16)

TriMet and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

11. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following: (1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within

one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the 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.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
 - (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal

aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

12. Dispute Resolution and Remedies (08/16)

12.1 Disputes

SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES CONCERNING THIS AGREEMENT THAT IS NOT RESOLVED BY MUTUAL AGREEMENT, IT IS AGREED THAT IT WILL BE SUBMITTED TO MEDIATED NEGOTIATION PRIOR TO ANY PARTY COMMENCING LITIGATION. IN SUCH AN EVENT, THE PARTIES TO THIS AGREEMENT AGREE TO PARTICIPATE IN GOOD FAITH IN A NON-BINDING MEDIATION PROCESS. THE MEDIATION SHALL TAKE PLACE IN PORTLAND, OREGON. THE MEDIATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES, BUT IN THE ABSENCE OF SUCH AGREEMENT EACH PARTY SHALL SELECT A TEMPORARY MEDIATOR AND THOSE MEDIATORS SHALL JOINTLY SELECT THE PERMANENT MEDIATOR. THE MEDIATOR'S FEES AND COSTS SHALL BE BORNE EQUALLY BY THE PARTIES.

12.2 Performance During Dispute

Unless otherwise directed by TriMet, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

12.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

12.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

13. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to DHS and to the USEPA Assistant Administrator for Enforcement (ENO329).

14. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

15. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

(1) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. Cargo Preference

Contractor agrees:

A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to TriMet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the Project.

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. Fly America

If this contract involves the international transportation of goods, equipment, or personnel by air, Contractor agrees 1) to use U.S. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. The Contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

END OF EXHIBIT 5 – FEDERAL REQUIREMENTS

APPENDIX A - DEPARTMENT OF HOMELAND SECURITY SPECIAL CONDITIONS

The U.S. Department of Homeland Security (DHS) requires that a DHS grant recipient require that any contractor employed in completion of a DHS grant project comply with the following standard financial requirements. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with these requirements.

Administrative Requirements:

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110)

Cost Principles:

- 2 CFR Part 225, Cost Principles for State, Local, and Indian tribal Governments (formerly OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Audit Requirements:

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

CERTIFICATION

REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- (2) 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.
- (3) 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, loan, 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. 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.

Clackamas County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this ____ day of _____, 20 ____

By: _____
Authorized Official

Title: Chair, Tootie Smith



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase SecureAuth Subscription for Identity/Access Management and Multifactor Authentication

Purpose/Outcomes	Provides tools to enable secure authentication and identity management for remote access, cloud applications, internal services, and more to prevent unauthorized access to County resources and meet security compliance requirements for CJIS , HIPAA, etc.
Dollar Amount and Fiscal Impact	\$56,116.94 - Annual Payment in FY20-21 \$56,116.94 - Annual Payment in FY21-22 \$56,116.94 - Annual Payment in FY22-23 ----- \$168,350.82 Total Contract over 3 years from SHI
Funding Source	Existing Technology Services Allocated budget. Specifically 747-0227 capital fund.
Duration	3 years
Previous Board Action	none
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: - Build a strong infrastructure - Build public trust through good government
Counsel Review	Counsel reviewed/approved transaction method on 3-3-21
Contact Person	Dave Devore (503) 723-4996

BACKGROUND:

Clackamas County Technology Services (CCTS) has recognized the need to enable multifactor logons for remote access, cloud hosted applications, and any application or service needing to meet compliance requirements for CJIS, HIPAA, or other similar rulesets

The existing practice of relying solely on username and password for remote access has proven ineffective and has resulted in multiple unauthorized logon events via phishing attacks to users. The recent changes during the Covid crisis response with more users working remotely has further exacerbated the issue. Additionally, we have been noted in multiple audits in recent years due to our weak password policy and lack of mandatory multi factor authentication for users with CJIS or other compliance requirements. From a security perspective, this project is long over-due.

After reviewing the leading solutions, CCTS has concluded that the County would be best served by SecureAuth, which provides the best balance of features, support, and price. A more detailed proposal document is available upon request.

Funds for this Agreement are budgeted in the Technology Services budget in Fund 747 Program 227 Account 485320. TS will continue to budget funds for the duration of this agreement through FY21-22 and FY22-23.

PROCUREMENT PROCESS

Technology Services staff obtained three quotes from vendors for the exact same service quantities. The quotes ranged \$302,400.00 to \$168,350.82. The lowest cost quote is under contract that meets the requirements of Permissive Cooperative Procurements under LCRB Rule C-046-0430. By obtaining multiple quotes and taking advantage of a special pricing offer under a cooperative contract, Technology Services was able to realize substantial cost savings for the County. County Counsel has reviewed and approved the cooperative contract and this transaction.

RECOMMENDATION:

Staff respectfully recommends approval of the renewal of the SecureAuth subscription through SHI. Staff further recommends that the Board delegate authority to the Technology Services Director to sign agreements necessary in the ongoing performance of this agreement.

Sincerely,



David Cummings, CIO
Director, Clackamas County Technology Services

Placed on the _____ agenda by Procurement



CLACKAMAS
C O U N T Y

Technology Services
Enterprise MFA Proposal
2021

Table of Contents

1. Overview	2
2. History.....	2
3. Goals.....	2
3.1. Security Remote Access.....	2
3.2. Integration with County and vendor provided apps	2
3.3. Broad Set of Authentication factors.....	2
3.4. Adaptive Technology	3
3.5. Additional features considered	3
4. Technology Overview	3
4.1. Identity and Access Management.....	3
4.2. Multifactor Authentication	3
4.3. Adaptive Authentication.....	4
5. Solution comparison.....	4
5.1. Solution Summary.....	4
5.2. Matrix	4
5.3. Matrix Conclusion	5
6. Solution Summary	6
6.1. Secure Auth General Design.....	6
6.2. SecureAuth Integration.....	6
6.3. Secure Auth Available Factors	7
6.4. SecureAuth Adaptive Authentication.....	7
6.5. Cost.....	8
7. Conclusion	8
8. References	9
8.1. General overview references.....	9
8.2. SecureAuth product references.....	9
8.3. Customer Case Studies	9

1. Overview

Clackamas County Technology Services (CCTS) has recognized the need to enable multifactor logons for remote access, cloud hosted applications, and any application or service needing to meet compliance requirements for CJIS, HIPAA, or other similar rulesets. The intent of this document is to provide an overview of the new design as well as insight into the factors that have led us to choose this design strategy.

2. History

The existing practice of relying solely on username and password for remote access has proven ineffective and has resulted in multiple data breaches via phishing attacks to users. The recent change to stop password rotation during the Covid crisis response has further exacerbated the issue. Additionally, we have failed multiple audits in recent years due to our weak password policy and lack of multi factor authentication for users with CJIS or other compliance requirements.

3. Goals

For the next generation of the County's remote access authentication, CCTS has considered several technology goals in our aim to modernize the authentication process with consideration to existing systems and integration to public cloud infrastructure.

3.1. Security Remote Access

The selected solution needs to be flexible enough to accommodate existing infrastructure. Integration with existing remote access solutions such as the Pulse SSL, Citrix Netscaler, or other solutions as identified is required. The primary function for this project is to secure remote access connectivity for users.

3.2. Integration with County and vendor provided apps

There are a number of first and third party applications that would benefit, or may require, additional security. The selected solution should have the flexibility to integrate with applications both on-premise and cloud hosted.

3.3. Broad Set of Authentication factors

Multiple methods for identity verification should be provided. App enrollment, one time passwords over SMS or email, static pin, Oath token, yubikey, telephony and others are examples of the various

ways MFA can be achieved. The preferred solution will provide a wide array of options to accommodate current and future authentication requirements.

3.4. Adaptive Technology

The MFA solution should be adaptive, or contextually aware, such that it allows for automated adjustments to the authentication requirements (increasing or decreasing) under certain conditions based on dynamically monitored risk factors (such as location, source device, destination, account behavior, etc).

3.5. Additional features considered

While not priority requirements, some MFA solutions allow for additional features such as identity management, application portals, and self-service tools for users.

4. Technology Overview

4.1. Identity and Access Management

Identity and access management, or IAM, is the security discipline that makes it possible for the right entities (people or things) to use the right resources (applications or data) when they need to, without interference, using the devices they want to use. IAM is comprised of the systems and processes that allow IT administrators to assign a single digital identity to each entity, authenticate them when they log in, authorize them to access specified resources, and monitor and manage those identities throughout their lifecycle. <https://www.ibm.com/topics/identity-access-management>

Many of the Enterprise MFA solutions are also identity solutions that also provide for securing authentication. They often provide their own identity engine, a duplicate set of our AD user accounts as an example, from which they can tightly integrate with systems, present applications in a portal and deliver workflow for systems and application access.

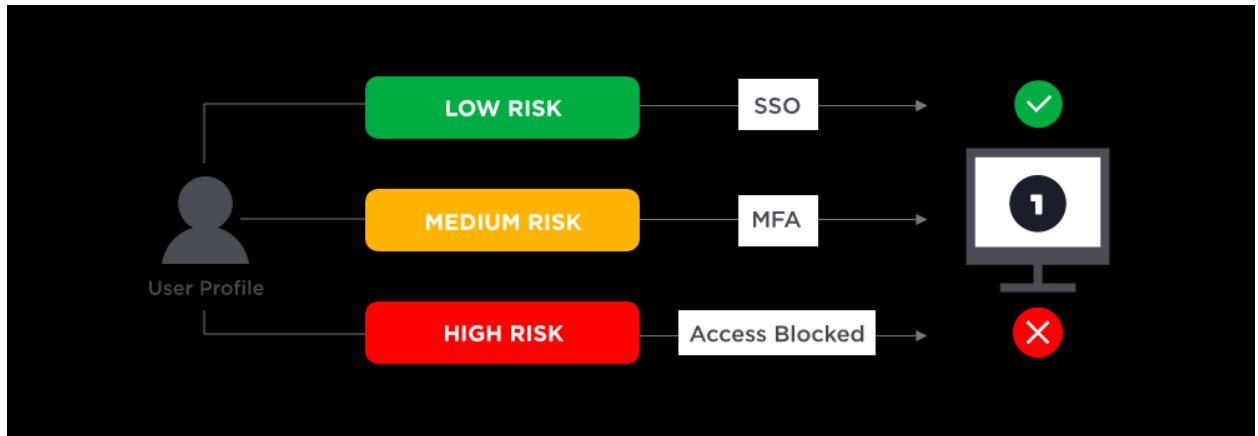
4.2. Multifactor Authentication

Multi-factor Authentication (MFA) is an authentication method that requires the user to provide two or more verification factors to gain access to a resource such as an application, online account, or a VPN. MFA is a core component of a strong identity and access management (IAM) policy. Rather than just asking for a username and password, MFA requires one or more additional verification factors, which decreases the likelihood of a successful cyber-attack.

<https://www.onelogin.com/learn/what-is-mfa>

4.3. Adaptive Authentication

Also called risk-based authentication, is a process where the factors required for authentication vary depending on risk conditions. Adaptive authentication systems use analytics to dynamically review the user properties, destination, location, device, and other criteria, in real time during the authentication process and adjust the level of security required (including denying access). These systems work through a combination of pre-defines policies and real time contextual intelligence processing.



5. Solution comparison

5.1. Solution Summary

Given the goals outlined in section 3, we reviewed multiple top tier solutions in the MFA and identity space. The comparison and notes in the matrix below represent the top solutions compared and is not exhaustive of all of the solutions considered.

5.2. Matrix

	Duo	Okta	SecureAuth	Microsoft
Security 3.1	Meets all primary security concerns for Remote Access and M365.	Meets all primary security concerns for Remote Access and M365.	Meets all primary security concerns for Remote Access and M365.	Meets all primary security concerns for Remote Access and M365.
Integration 3.2	Most robust and wide-reaching native integration in the industry. Easiest deployment. Has API available for specialty	Integration with most commercial apps. Has API available. Builds portal to present applications. Strong integration with Microsoft services.	Fewer native integrations. Relies more on API and custom workflow. Highly flexible but more work up front.	Microsoft focused. Integration with other cloud services okay. On prem integration is either challenging or not

	apps. Compatible with pretty much anything.	Represents shift in how apps are presented.		possible depending on specifics.
Broad Auth Factors 3.3	Meets/exceeds expectations	Meets/exceeds expectations	Meets/exceeds expectations	Limited to fewer options
Adaptive 3.4	Yes	Yes	Yes	Yes, but least feature rich. Even at higher licensing level.
Other features 3.5	Most widely used and supported.	Is full identity engine with universal directory for user profiles. Can service county users and citizens. Has other tools like password self-service.	Has suite of password management tools for unlock, reset, etc. Supports password-less authentication.	None of note.
Cost 3.6	Second most expensive. ~100k per year	Most expensive. More than 100k per year.	Third most expensive. ~60k annually.	Least expensive. Included with current Enterprise Agreement.
Final	☹ Solid solution and feature rich. Most used across industry but comes at premium price. Shifting to become more identity management based like Okta.	☹ Given unlimited time and budget this would be our preferred solution. Especially if we were wanting a full identity management solution. Price and scope is simply too big for our current needs.	☹ Exceeds our requirements and is focused on security and MFA. Seems to be best fit and best value.	☹ Already owned but unfortunately cannot meet our current needs.

5.3. Matrix Conclusion

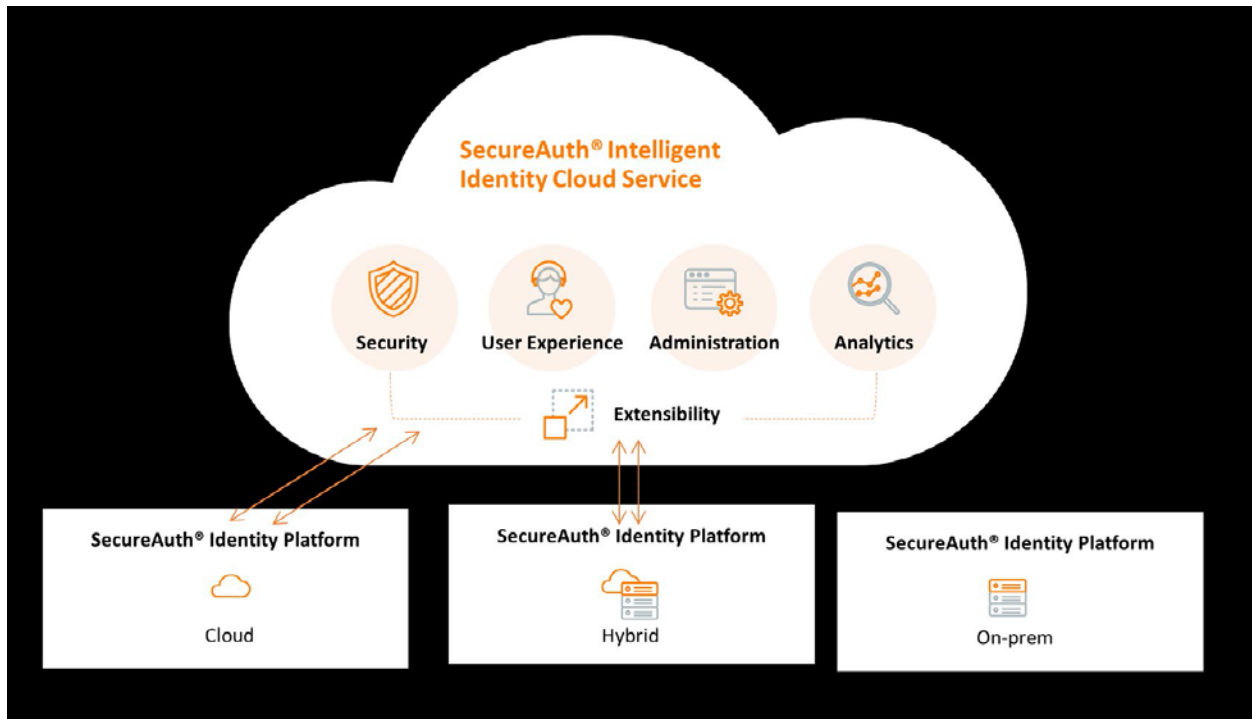
Okta and Duo are the heavy hitters in the industry. They used to be companion apps with Duo providing MFA and Okta providing identity management. They now compete more directly as they build their solutions to match feature sets. This makes both solutions very powerful but ultimately also makes the deployment much broader in scope and more expensive.

Microsoft's limited support for on premise applications makes it a non-starter even though we own it already. Additional solutions were reviewed and discussed but were dismissed on technical, cost, or other considerations.

After reviewing the best solutions available, we've concluded that the County would be best served by a solution targeted specifically towards MFA instead of investing into an identity managing platform at this time. Using this approach reduces complexity, cost, and more quickly solves the immediate security concerns. For these reasons, SecureAuth represents the best choice and is our recommendation.

6. Solution Summary

6.1. Secure Auth General Design



6.2. SecureAuth Integration

(From Tech Target) SecureAuth IdP comes from the SSO world and, as such, reflects a very strong federation and [Security Assertion Markup Language \(SAML\)](#) story. This means the MFA product is easily integrated into a wide variety of applications, and under an assortment of circumstances, especially as SAML gains credence and popularity among SaaS applications.

Besides SAML, SecureAuth IdP can leverage a number of other MFA integration methods. These include, for example, specific agents that customers can add to Microsoft Internet Information Services, Apache Tomcat and JBoss web servers to enable those technologies to accept the authentication federation. It also supports virtually all [VPNs](#) currently on the market, any application that supports federation and any application where the customer controls the login page itself. All of this makes SecureAuth IdP a very flexible, strong authentication tool.

<https://searchsecurity.techtarget.com/feature/Multifactor-authentication-products-SecureAuth-IdP-v80>

<https://docs.secureauth.com/display/SIWA/SAML+Application+integration>

6.3. Secure Auth Available Factors

Admin ▼

Multi-Factor Methods

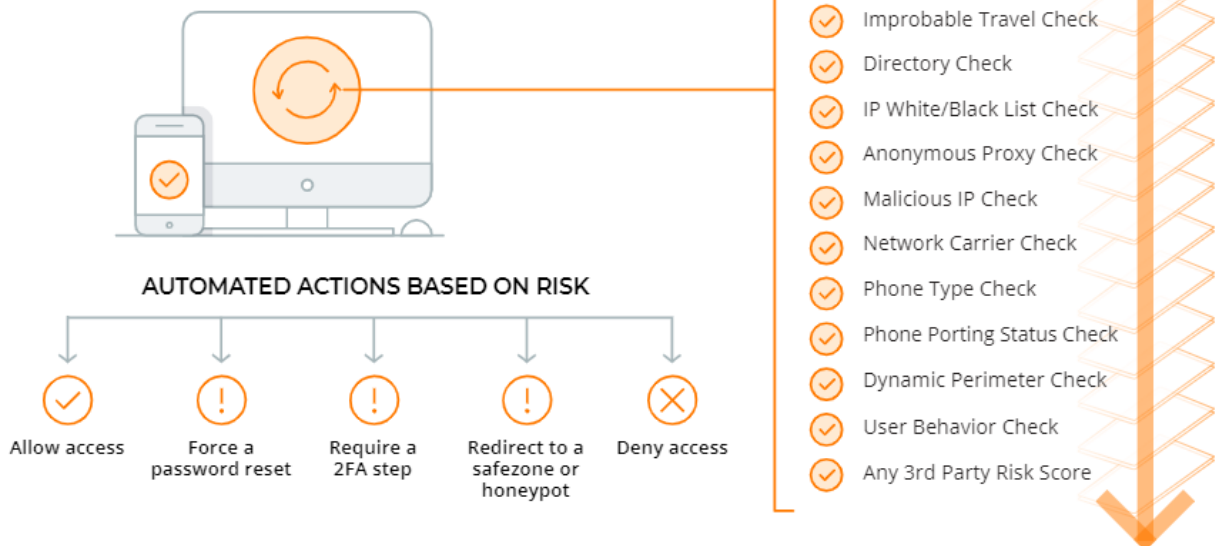
Enable and configure the methods available for use by your organization.

Method configuration

TYPE	STATUS	CONFIGURATION MODE	✎
FIDO2 (WebAuthn)	● Enabled	✔ FIDO2 Devices	✎
YubiKey	● Enabled	✔ OATH HOTP ✔ Yubico OTP	✎
Authentication Apps	● Enabled	✔ One-time passcode ✔ Timed passcode from app ✔ Biometric identification ✔ Login notification	✎
Text Message	● Enabled	✔ One-time passcode ✔ Login confirmation link	✎
Email	● Enabled	✔ One-time passcode ✔ Login confirmation link	✎
Voice Phone Call	● Enabled	✔ One-time passcode	✎
Security Questions	● Enabled	✔ Security questions	✎
PIN	● Enabled	✔ Personal identification number	✎
Symantec VIP	● Enabled	✔ Timed passcode	✎

6.4. SecureAuth Adaptive Authentication

SECUREAUTH ADAPTIVE AUTHENTICATION –
BETTER SECURITY & BETTER USER EXPERIENCES



6.5. Cost

Listed below are the total project costs based on best quoted price as of 12/31/20. Current quoted price is based on three year contract (paid annually).

- 1) IdP - PROTECT - Unlimited Apps- Year 1
 - a. SecureAuth - Part#: IdP – PRO
 - b. Coverage Term: 12/17/2020 – 12/16/2021
 - c. **Note:** 12 months- per user pricing for annual subscription
 - d. **Quantity** 2500 @ \$19.35
 - e. **Sub Total** \$48,375.00
- 2) SecureAuth IdP virtual appliance on Windows- Year 1
 - a. SecureAuth - Part#: VM-Windows
 - b. Coverage Term: 12/17/2020 – 12/16/2021
 - c. **Note:** 12 months- production VM appliance license for a year
 - d. **Quantity** 2 @ \$3,870.97
 - e. **Sub Total** \$7,741.94
- 3) SecureAuth IdP DEV/NFR virtual appliance on Windows- Year 1
 - a. SecureAuth - Part#: VM-Windows-DEV
 - b. Coverage Term: 12/17/2020 – 12/16/2021
 - c. **Note:** 12 months- Dev VM appliance license for a year
 - d. **Quantity** 1 @ \$0.00
 - e. **Sub Total** \$0.00
- 4) **Totals**
 - a. Per Year: \$56,116.94
 - b. Three Yr TCO: \$168,350.82

7. Conclusion

We firmly believe that SecureAuth is the best Adaptive MFA solution to meet the security, functionality, and regulatory compliance challenges for authentication in the coming years. It is the only solution that best balances our project goals, available features, scalability for future growth, and cost.

This document cannot cover all of the details of the technical review process, but it is our hope that we have made the case as to why the proposed design and the associated vendor(s) were selected. We are eager to discuss the proposal in further detail and we are excited to be able have the opportunity to move forward with this project.

8. References

8.1. General overview references

<https://www.onelogin.com/learn/what-is-mfa>

<https://www.centrify.com/blog/what-is-adaptive-authentication/>

<https://www.ibm.com/topics/identity-access-management>

8.2. SecureAuth product references

<https://www.secureauth.com/identity-access-management/multi-factor-authentication/>

<https://www.secureauth.com/identity-access-management/adaptive-authentication/>

<https://www.secureauth.com/identity-access-management/user-lifecycle-management/>

<https://www.secureauth.com/identity-access-management/risk-engine-service/>

<https://searchsecurity.techtarget.com/feature/Multifactor-authentication-products-SecureAuth-IdP-v80>

8.3. Customer Case Studies

<https://www.secureauth.com/customers/>

<https://www.secureauth.com/resource-center/>

<https://www.featuredcustomers.com/vendor/secureauth/case-studies>



Christina L. McMahan
Director

JUVENILE DEPARTMENT

Juvenile Intake and Assessment Center
2121 Kaen Road | Oregon City, OR 97045

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Award for the Edward Byrne Memorial Justice Assistance Grant
(JAG) Program
FY 2018 Local Solicitation**

Purpose/ Outcomes	This grant award will sustain a .43 FTE (16 hours per week) Human Services Coordinator I position to facilitate cognitive skills groups throughout Clackamas County and provide transportation for youth with significant transportation barriers that affect their ability to participate in skills groups, pro-social activities, and treatment.
Dollar Amount and Fiscal Impact	This is a formula grant providing \$36,423 to Clackamas County. This award requires no match.
Funding Source	FY 2018 Local Solicitation through the Edward Byrne Memorial Justice Grant (JAG) provided by the Bureau of Justice Assistance.
Duration	October 1, 2017 through September 30, 2021
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. The purpose of the Positive Youth Development Program is to provide skill building opportunities, competency development, and community connection services to youth so they can experience positive change and demonstrate skills to successfully transition to adulthood. 2. Ensure safe, healthy and secure communities.
Counsel Review	<ol style="list-style-type: none"> 1. 3/10/21 2. Counsel Initials: JM
Contact Person	Ed Jones, Administrative Services Manager, x3169, cell 971-806-7862
Contract No.	2018-DJ-BX-0722

BACKGROUND:

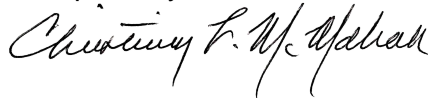
The Juvenile Department received notification of a Grant Award for the FY 2018 Local Solicitation provided through the Edward Byrne Memorial Justice Grant (JAG). This is a formula grant providing \$36,423 to Clackamas County. The Juvenile Department was awarded the FY 2010 Local Solicitation of \$46,976, the FY 2011 Local Solicitation of \$39,013,

the FY 2012 Local Solicitation of \$32,236, the FY 2013 Local Solicitation of 29,661, the FY 2014 Local Solicitation of \$29,550, the FY 2015 Solicitation of \$24,237, and the FY 2016 Solicitation of \$25,771.

RECOMMENDATION:

Staff recommends the Board approves and the County Administrator signs the award of the Edward Byrne Memorial Justice Assistance Grant in the amount of \$36,423. The delay in accepting the award was the result of the Chief Legal Officer's inability to sign the "Certification of Compliance with 8 U.S.C. 1373" until recent decisions and modifications to the certificate were made.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments contact Lisa Krzmarzick, Ext 8788

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: Juvenile Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Lisa Krzmarzick

Requestor Contact Information: lkzmarzick@clackamas.us

Department Fiscal Representative: Ed Jones

Program Name or Number (please specify): JAG 2018 - Cognitive Skills

Brief Description of Project:

The Clackamas County Juvenile Department (CCJD) strives to keep communities safe through restorative services for youth offenders, victims, and communities. CCJD targets interventions in order to hold youth meaningfully accountable and teach them new skills, while simultaneously addressing the harm done to victims and communities. Youth who have become (or at risk of becoming) involved in the juvenile justice system face significant barriers to developing positive life skills and obtaining an education and employment. These youth exhibit more and greater risk factors, such as school dropout, use of alcohol and/or drugs, lack of connections with positive peers and community members, or experience significant family conflict, than are present in the general youth population. For many youth, access to intervention services is a prominent barrier to participation in programs, treatment and pro-social activities that address risk factors. Funding provided by the Edward Byrne Memorial Justice Assistance Grant will enable CCJD to sustain a .43 FTE Cognitive Skills Group Facilitator position, responsible for facilitating skills groups, many in rural communities, and providing transportation support for juvenile department involved youth to attend appointments and activities.

Name of Funding (Granting) Agency: Bureau of Justice Assistance

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.bja.gov/funding.aspx>

OR

Application Packet Attached: Yes No

Completed By: Lisa Krzmarzick Date: 8/8/2018

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 7/23/2018

CFDA(s), if applicable: 16.738

Announcement Date: 7/23/2018

Announcement/Opportunity #: _____

Grant Category/Title: Edward Byrne Memorial Justice Assistance Max Award Value: \$36,423

Allows Indirect/Rate: Yes Match Requirement: No match required

Application Deadline: 8/22/2018 Other Deadlines: _____

Grant Start Date: 10/1/2017 Other Deadline Description: _____

Grant End Date: 9/30/2021

Completed By: Lisa Krzmarzick

Pre-Application Meeting Schedule:

No meetings occurred

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

This grant supports the County's strategic plan to "ensure safe, healthy and secure communities" and the Juvenile Department's mandate to serve the youth of the County.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

N/A

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

The Juvenile Department is best positioned to administer this grant due to its existing infrastructure, which ensures quality control and adherence to protocols and procedures.

4. What are the objectives of this grant? How will we meet these objectives?

The objectives or goals of this grant are to: 1) provide coordinated service delivery to at-risk youth, specifically youth in rural areas; 2) reduce risk factors and increase protective factors by providing evidence-based interventions; 3) address transportation barriers for youth that do not have access to public transportation or live in remote geographic areas of Clackamas County.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

This grant award will provide additional funding for the Skills Group Program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

The Juvenile Department has qualified staff currently working to coordinate and facilitate cognitive skills groups, however, the current capacity does not meet the demand for services, especially in rural areas.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes there are partnership efforts required. Partnerships with schools and community sites are required and have been established.

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

This is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

This award is not being used to create a new program.

Collaboration

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

Collaboration on this award will be with county schools and community sites.

Reporting Requirements

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

Semi-annual progress reports are required, as is a final progress report.

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

Evaluation of grant performance will be done utilizing existing collection efforts and procedures. Data collected will include: number of youth served; number of youth completing programming; risk reduction. Impact of groups on youth participants will also be measured through the use of pre- and post-group surveys.

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

Quarterly financial reports are required, as well as a final financial report. An annual audit report may also be required.

Fiscal

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

The benefits to the County and its citizens far exceed the cost to administer the grant.

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

Additional revenue sources are not required for this program.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

This grant award does not have a match requirement.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This funding is available annually, but is based on a statutory formula, therefore award amounts will vary.

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


This grant does allow for indirect costs; however based upon the standards outlined, we are not eligible to charge for indirect costs.

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		

Section IV: Approvals

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

DEPARTMENT DIRECTOR		
Christina McMahan	8/13/2018	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
	8/20/2018	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

July 19, 2019

Mr. Don Krupp
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Krupp:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$36,423 for Clackamas County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Heather Wiley, Program Manager at (202) 598-3969; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

July 19, 2019

Mr. Don Krupp
Clackamas County
2051 Kaen Road
Oregon City, OR 97045

Dear Mr. Krupp:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Clackamas County 2051 Kaen Road Oregon City, OR 97045	4. AWARD NUMBER: 2018-DJ-BX-0722	
	5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021	
	6. AWARD DATE 07/19/2019	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 936002286	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 096992656	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Cognitive Skills Groups Facilitation and Transportation Support	10. AMOUNT OF THIS AWARD \$ 36,423	
	11. TOTAL AWARD \$ 36,423	

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Don Krupp County Administrator
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X FUND CODE B BUD. ACT. DJ DIV. OFC. 80 REG. 00 SUB. 00 POMS AMOUNT 36423	21. TDJUGT1281
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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
 2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
 4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
 - B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 18 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 19 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 20 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 22 OF 22

PROJECT NUMBER 2018-DJ-BX-0722

AWARD DATE 07/19/2019

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

63. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Clackamas County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2018-DJ-BX-0722

PAGE 1 OF 1

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Heather Wiley
(202) 598-3969

2. PROJECT DIRECTOR (Name, address & telephone number)

Lisa Krzmarzick
Administrative Services Supervisor
2051 Kaen Road
Oregon City, OR 97045
(503) 655-8788 ext.7112

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Cognitive Skills Groups Facilitation and Transportation Support

5. NAME & ADDRESS OF GRANTEE

Clackamas County
2051 Kaen Road
Oregon City, OR 97045

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 36,423

10. DATE OF AWARD

07/19/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any equipment purchases or funded initiatives such as overtime, task forces, drug programs or information sharing, will be aimed at reducing crime and enhancing public and

officer safety.

NCA/NCF



Christina L. McMahan
Director

JUVENILE DEPARTMENT

Juvenile Intake and Assessment Center
2121 Kaen Road | Oregon City, OR 97045

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Award for the Edward Byrne Memorial Justice Assistance Grant
(JAG) Program
FY 2020 Local Solicitation**

Purpose/ Outcomes	This grant award will sustain a .43 FTE (16 hours per week) Human Services Coordinator I position to facilitate cognitive skills groups throughout Clackamas County and provide transportation for youth with significant transportation barriers that affect their ability to participate in skills groups, pro-social activities, and treatment.
Dollar Amount and Fiscal Impact	This is a formula grant providing \$41,824 to Clackamas County. This award requires no match.
Funding Source	FY 2020 Local Solicitation through the Edward Byrne Memorial Justice Grant (JAG) provided by the Bureau of Justice Assistance.
Duration	October 1, 2019 through September 30, 2023
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> The purpose of the Positive Youth Development Program is to provide skill building opportunities, competency development, and community connection services to youth so they can experience positive change and demonstrate skills to successfully transition to adulthood. Ensure safe, healthy and secure communities.
Counsel Review	<ol style="list-style-type: none"> 3/10/21 Counsel Initials: JM
Contact Person	Ed Jones, Administrative Services Manager, x3169, cell 971-806-7862
Contract No.	2020-DJ-BX-0946

BACKGROUND:

The Juvenile Department received notification of a Grant Award for the FY 2020 Local Solicitation provided through the Edward Byrne Memorial Justice Grant (JAG). This is a formula grant providing \$41,824 to Clackamas County. The Juvenile Department was awarded the FY 2010 Local Solicitation of \$46,976, the FY 2011 Local Solicitation of \$39,013,

the FY 2012 Local Solicitation of \$32,236, the FY 2013 Local Solicitation of 29,661, the FY 2014 Local Solicitation of \$29,550, the FY 2015 Solicitation of \$24,237, FY 2016 Solicitation of \$25,771 and the FY 2018 Solicitation of \$36,423.

RECOMMENDATION:

Staff recommends the Board approves and the County Administrator signs the award of the Edward Byrne Memorial Justice Assistance Grant in the amount of \$41,824. The delay in accepting the award was the result of the Chief Legal Officer's inability to sign the "Certification of Compliance with 8 U.S.C. 1373" until recent decisions and modifications to the certificate were made.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments contact Lisa Krzmarzick, 503-919-1306

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department:

Juvenile

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Edward Byrne Memorial Justice Assistance Grant Program FY 2020 Local Solicitation

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Lisa Krzmarzick

Requestor Contact Information:

lkrzmarzick@clackamas.us

Department Fiscal Representative:

Ed Jones

Program Name or Number (please specify):

JAG - 2020 Cognitive Skills

Brief Description of Project:

The Clackamas County Juvenile Department (CCJD) strives to keep communities safe through restorative services for youth offenders, victims, and communities. CCJD targets interventions in order to hold youth meaningfully accountable and teach them new skills, while simultaneously addressing the harm done to victims and communities. Youth who have become (or at risk of becoming) involved in the juvenile justice system face significant barriers to developing positive life skills and obtaining an education and employment. These youth exhibit more and greater risk factors, such as school dropout, use of alcohol and/or drugs, lack of connections with positive peers and community members, or experience significant family conflict, than are present in the general youth population. For many youth, access to intervention services is a prominent barrier to participation in programs, treatment and pro-social activities that address risk factors. Funding provided by the Edward Byrne Memorial Justice Assistance Grant will enable CCJD to sustain a .43 FTE Cognitive Skills Group Facilitator position, responsible for facilitating skills groups, many in rural communities, and providing transportation support for juvenile department involved youth to attend appointments and activities.

Name of Funding Agency:

Bureau of Justice Assistance

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

<https://bja.ojp.gov/funding>

OR

Application Packet Attached: Yes No

Completed By:

Lisa Krzmarzick

August 24, 2020

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

16.738

Funding Agency Award Notification Date:

July 9, 2020

Announcement Date:

Announcement/Opportunity #:

Grant Category/Title:

Edward Byrne Memorial Justice Assistance Grant

Max Award Value:

\$41,824

Allows Indirect/Rate:

Yes

Match Requirement:

No match required

Application Deadline:

8/27/2020

Other Deadlines:

Award Start Date:

October 1 2019

Other Deadline Description:

Award End Date:

September 30, 2023

Completed By:

Lisa Krzmarzick

Program Income Requirement:

Pre-Application Meeting Schedule:

No meetings occurred

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

Mission/Purpose:

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

This grant supports the County's strategic plan to "ensure safe, healthy and secure communities" and the Juvenile Department's mandate to serve the youth of the County.

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

The Juvenile Department is best positioned to administer this grant due to its existing infrastructure, which ensures quality control and adherence to protocols and procedures

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

1) Provide coordinated service delivery to at-risk youth, specifically youth in rural areas; 2) reduce risk factors and increase protective factors by providing evidence-based interventions; 3) address transportation barriers for youth that do not have access to public transportation or live in remote geographic areas of Clackamas County

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

This grant will provide additional funding for the Skills Group Program

Organizational Capacity:

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

The Juvenile Department has qualified staff currently working to coordinate and facilitate cognitive skills groups, however, the current capacity does not meet the demand for services, especially in rural areas.

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

Yes, there are partnership efforts required. Partnerships with schools and community sites are required and have been established.

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

This is not a pilot project.

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

This award is not being used to create a new program.

Collaboration

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

Collaboration on this award will be with county schools and community sites.

Reporting Requirements

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

Semi-annual progress reports are required, as is a final progress report.

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

Evaluation of grant performance will be done utilizing existing collection efforts and procedures. Data collected will include: number of youth served; number of youth completing programming; risk reduction. Impact of groups on youth participants will also be measured through the use of pre- and post-group surveys.

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

Quarterly financial reports are required, as well as a final financial report. An annual audit report may also be required.

Fiscal

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

The benefits to the County and its citizens far exceed the cost to administer the grant.

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

Additional revenue sources are not required for this program.

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

This grant award does not have a match requirement.

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

This grant does allow for indirect costs; however based upon the standards outlined, we are not eligible to charge for indirect costs.

Program Approval:

Name (Typed/Printed)

Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

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

DEPARTMENT DIRECTOR (or designee, if applicable)		
Christina L. McMahan	August 24, 2020	
Name (Typed/Printed)	Date	Signature

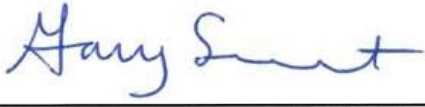
FINANCE GRANT MANAGER		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	
Gary Schmidt	August 25, 2020	
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2020

Mr. Gary Schmidt
County of Clackamas
2051 Kaen Road
Oregon City, OR 97045-4035

Dear Mr. Schmidt:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Clackamas for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$41,824. These funds are for the project entitled Cognitive Skills Group.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Clackamas accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Heather Wiley, Program Manager at (202) 598-3969; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 18, 2020

Mr. Gary Schmidt
County of Clackamas
2051 Kaen Road
Oregon City, OR 97045-4035

Dear Mr. Schmidt:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director


cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 32

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Clackamas 2051 Kaen Road Oregon City, OR 97045-4035		4. AWARD NUMBER: 2020-DJ-BX-0946	
2a. GRANTEE IRS/VENDOR NO. 936002286		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023	
2b. GRANTEE DUNS NO. 096992656		6. AWARD DATE 09/18/2020	7. ACTION Initial
3. PROJECT TITLE Cognitive Skills Group		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)		10. AMOUNT OF THIS AWARD \$ 41,824	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		11. TOTAL AWARD \$ 41,824	
15. METHOD OF PAYMENT GPRS			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Gary Schmidt County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 41824		21. VDJUGT3393	



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 18 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 19 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 20 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 22 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 23 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 24 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 25 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 26 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 27 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 29 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 30 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 31 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 32 OF 32

PROJECT NUMBER 2020-DJ-BX-0946

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Clackamas

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2020-DJ-BX-0946

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Heather Wiley
(202) 598-3969

2. PROJECT DIRECTOR (Name, address & telephone number)

Lisa Krzmarzick
Senior Management Analyst
2051 Kaen Rd
Oregon City, OR 97045-4035
(503) 655-8788 ext.8788

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts \$25,000 or More

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Cognitive Skills Group

5. NAME & ADDRESS OF GRANTEE

County of Clackamas
2051 Kaen Road
Oregon City, OR 97045-4035

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 41,824

10. DATE OF AWARD

09/18/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF



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

March 25, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Contract with Parrott Creek Child and Family Services, Inc. for the
Outpatient Juvenile Sex Offense Treatment Program Services**

Purpose/Outcome	Approval of Contract between Parrott Creek Child and Family Services, Inc. and Clackamas County Juvenile Department to provide outpatient sex offense treatment program services for adjudicated youth.
Dollar Amount and Fiscal Impact	Total Contract Value of \$460,000. This is a budgeted expense.
Funding Source	General Fund of \$60,000 annually, and anticipated Oregon Youth Authority Individualized Services funding of \$32,000 annually.
Duration	June 30, 2026
Previous Board Action/Review	This is a new contract. Parrott Creek Child and Family Services, Inc. provided outpatient sex offense treatment in contract #2937, expiring 3/31/2021.
Strategic Plan Alignment	1. The purpose of the Evaluation and Treatment Services Program is to provide targeted evaluation services, treatment referrals and skills group referrals, and individualized case planning services to youth referred to the Department so they can successfully complete individualized case plan goals that promote positive change. 2. Ensure safe, healthy, and secure communities.
Counsel Review	1. 3/2/21 2. Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Ed Jones, Administrative Services Manager – Juvenile Department 503-650-3169
Contract No.	3758

Background:

The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of interventions that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Parrott Creek Child and Family Services, Inc. has provided outpatient treatment for youth who have been adjudicated for committing sex offenses and are under the supervision of CCJD for many years. This program allows youth to be served in Clackamas County in a developmentally appropriate, least restrictive, and cost-effective manner, while allowing the youth to maintain their connections to their community. For the last three years since we began to track outcomes for Performance Clackamas, 100% of the youth who participated in this treatment program successfully completed it, which assists in keeping the community safe.

Procurement Process:

This procurement was advertised in accordance with ORS and LCRB Rules on July 28, 2020. Proposal was opened on August 27, 2020. The County received one (1) Proposal: Parrott Creek Child and Family Services, Inc. An evaluation committee scored the proposal and confirmed their capability of performance.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Parrott Creek Child and Family Services, Inc. for the Juvenile Sex Offense Treatment Program.

Sincerely,



Christina McMahan, Director
Clackamas County Juvenile Department

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3758**

This Personal Services Contract (this “Contract”) is entered into between Parrott Creek Child and Family Services, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following personal services: outpatient Juvenile Sex Offense Treatment Program services for adjudicated youth as a result of RFP 2020-29, issued July 28, 2020 (“Work”). The modified Scope of Work is further described in **Exhibit A**. Contractor’s proposal is attached as Exhibit C and is hereby incorporated by reference.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed ninety-two thousand dollars (\$92,000.00) per County fiscal year (July 1-June 30), and a total not to exceed Contract amount of Four Hundred Sixty Thousand dollars (**\$460,000.00**), for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis for actual costs incurred based on invoices submitted in accordance with the budget attached hereto as **Exhibit B** and incorporated by this reference herein,
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to Edward Jones, EJones@clackamas.us.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Simon Fulford Phone: 503-722-4110 Email: sfulford@pcreek.org	County Administrator: Edward Jones Phone: 503-650-3169 Email: Ejones@clackamas.us
----------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents 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 the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 25, 27, 28, 32, 33, and 34 and all other rights and obligations which by their context are

intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form

obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602 (11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
- 30. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.
- 31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless, the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.
- 32. RELEASE OF DATA.** Contractor shall not disclose any data gathered in performance of this Contract that includes population, statistics, outcomes or results without the County's prior review and express prior written approval. Contractor shall not alter, omit, or otherwise change County-approved data. The provisions of this section does not restrict the County from disclosing data gathered in performance of this Contract to the extent required by any law or regulation including, but not limited to, the Oregon Public Records law. The provisions of this section does not restrict County from disclosing data gathered in performance of this Contract to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure is permitted by applicable law and does not include any personally identifiable information (including but not limited to a party's name, address, financial information, birthdates or social security numbers.) Nothing herein shall be construed as permitting disclosure of any data protected under applicable law.
- 33. ADVERTISING.** Contractor shall not publish, or cause to have published, or make public use of the County's name, logos, trademarks, or any information about its relationship with the County without prior written permission from the County for each individual instance, which permission may be withheld at the County's sole discretion.

34. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Parrott Creek Child and Family Services, Inc.

Clackamas County

Simon R Fulford

Mar 8, 2021

Simon R Fulford (Mar 8, 2021 17:01 PST)

Authorized Signature

Date

Chair

Simon R Fulford Executive Director

Name / Title (Printed)

Recording Secretary

0555300-0

Oregon Business Registry #

Date

501c3 Nonprofit/OR

Approved as to Form:

Entity Type / State of Formation

WJ

Mar 8, 2021

County Counsel

Date

EXHIBIT A
MODIFIED SCOPE OF WORK FROM RFP 2020-29

1. BACKGROUND

The mission of the Clackamas County Juvenile Department (CCJD) is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD is dedicated to providing developmentally appropriate intervention, services, and supervision that align with the following objectives of the CCJD's Strategic Business Plan:

Public Safety - provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation.

2. SCOPE OF WORK

2.1. Program Goal

CCJD supports a system of early interventions that addresses a youth's risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Contractor's program shall meet these goals.

2.1.1. Family First: The family drives the plan. Contractor must do the following in providing Work under this Contract:

- Respect and honor family voice and guarantee safety for its expression throughout the process.
- Assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
- Be committed to culturally sensitive behavior toward the family throughout the process.
- Understand that building trust with families is our job.
- Protect families by honoring confidentiality.

2.1.2. Engagement and Motivation: Contactor shall provide the following services:

- Effective strategies to help families find their own motivation for trying new strategies
- Continual assessment of participation rate and how to improve family engagement.
- Avoid taking sides between family members.

2.1.3. Effective Collaboration: Contractor shall communicate and collaborate with all parties in the juvenile’s treatment plan to ensure the following:

- Keep youth from unnecessarily penetrating further into the Juvenile Justice System
- Demonstrate continued commitment to restorative justice practices
- Provide trained supervisor(s) with appropriate oversight, supervision and quality assurance of the staff providing direct service
- Use culturally relevant services (including language) with youth and families.

2.2. Service Components:

2.2.1. Therapist Credentials. Contractor shall provide licensed therapists to perform the Work described in this Subsection 2.2. Contractor shall ensure its therapists hold a Master’s Level therapists licensed through the State of Oregon who are certified by the State of Oregon Sex Offender Treatment Board (SOTB) to provide psychosexual assessments and sex offense specific treatment services to youth referred by CCJD. Contractor shall ensure its therapists maintain all relevant trainings to maintain licensure and certifications that include but are not limited to restorative justice, trauma informed care, cultural, racial, ethnic, and religious and sexual orientation and gender identity responsiveness, best practice and treatment of juvenile sex offenders and treatment process.

2.2.2. Therapist Responsibilities. Contractor shall provide treatment, through its therapists, for the CCJD juvenile participating in the program by providing the following:

- 2.2.2.1.** Provide psychosexual assessments as requested using the Juvenile Sex Offender Assessment Protocol (JSOAP II) and the Protective + Risk Observations for Eliminating Sexual Offense Recidivism, (PROFESOR), or other assessment instruments as prescribed.
- 2.2.2.2.** Schedule Intake Meetings with all new youth referred and accepted for treatment, develop a safety plan, and provide a written treatment plan and goals within 30 days of the intake meeting.
- 2.2.2.3.** Provide developmentally appropriate individual, group, and family treatment using evidence based practices and interventions for youth who have committed sexual offenses, to include: Cognitive behavioral treatment addressing cognitive distortions leading to offending behavior, emotional self-regulation, recognition of offending cycles, development of social/familial relationships and natural supports, interpersonal and social/life skill development, relapse prevention, and victim clarification and reunification (when deemed appropriate).
- 2.2.2.4.** Work in close collaboration with CCJD juvenile counselors regarding the supervision and case management of youth in the program, having a minimum of monthly contact to report treatment progress relative to each youth. In addition, participate in monthly meetings with the CCJD Juvenile Sex Offense (JSO) team.
- 2.2.2.5.** As part of the treatment process, prepare youth for full disclosure and maintenance polygraph examinations and consult with the juvenile counselor regarding any polygraph failures or disclosures of law or probation violations discovered during polygraphs. Any disclosures of previously unknown victims shall be reported to the appropriate agencies. Contractor shall contact the designated CCJD employee to

schedule the required polygraph examination in accordance with the juvenile's treatment plan.

- 2.2.2.6. Participate in and provide progress updates for quarterly treatment review meetings that include the youth, parents/guardians, and the Juvenile Counselor.
- 2.2.2.7. Monitor and track completion of treatment, to be completed within 12 to 18 months of referral unless otherwise agreed to by CCJD on a case-by-case basis.
- 2.2.2.8. Complete additional psychosexual assessments for all clients every six months using approved risk assessment tools and within 30 days of completion of treatment, the therapist shall provide a discharge summary outlining treatment progress and final recommendations.
- 2.2.2.9. Maintain direct clinical supervision on a weekly basis with the director of clinical services of Contractor as well as supervision with Contractor's Director of Programs and Executive Director to ensure oversight, support, and quality assurance.
- 2.2.2.10. Provide bi-monthly reports to Contractor's Board of Directors, which includes oversight from the District Attorney and a Clackamas County Circuit Court Judge.
- 2.2.2.11. Ensure that the youth involved in treatment receive the services outlined in the individual treatment plan. Treatment plan may include at a minimum but not limited to the following:
 - a) An individual therapy session once per week.
 - b) A group therapy session once per week.
 - c) A family therapy session twice per month. Family therapy sessions will address any arising crises and keep the family on track with the treatment plan.
 - d) Contractor will prepare each youth for one (1) full disclosure polygraph within the first four (4) months of treatment and prepare each youth for a maintenance polygraph every 4-6 months thereafter.
 - e) Contractor will complete a written review for discussion at youth's quarterly treatment review.
- 2.2.2.12. Participate and present written review in the quarterly treatment reviews involving the youth, parents/guardian, CCJD's juvenile counselor, and treatment provider.
- 2.2.2.13. Offer parent education and support groups that provide accurate information about the treatment process, facilitate supportive dialogue regarding the challenges of parenting youth who have committed a sexual offense, and encourage the sharing of constructive ideas to maintaining the safety and wellbeing of their child.
- 2.2.2.14. Complete a psychosexual reassessment every six (6) months using CCJD-approved risk assessment tools.
- 2.2.2.15. Complete a discharge summary for each youth provided to CCJD within 30 days of completion of treatment. Youth's treatment is not complete until CCJD is in receipt of a discharge summary.

2.3. Contractor's Responsibilities.

- 2.3.1. Contractor shall ensure it has the capacity to adapt treatment to meet the special needs of youth including, but not limited to, youth with developmental delays, mental illness, substance abuse issues and physical disabilities. Contractor shall meet the following requirements:

- 2.3.1.1. Contractor shall be able to accommodate the developmental needs through a continuum of services for youth in a wide range of ages.
- 2.3.1.2. Contractor shall have the capacity to adapt treatment to meet the needs of youth including, but not limited to, cultural, racial, ethnic, sexual orientation, and gender (including gender identity) responsiveness. See section 2.5 for details.
- 2.3.1.3. Any of Contractor's therapist providing treatment services must be able to accommodate any changes in SOTB standards as they occur and remain in compliance with the ethical standards as identified by the Association for the Treatment of Sexual Abusers (ATSA).
- 2.3.1.4. Contractor shall demonstrate success when the treatment team has determined the youth has successfully completed all treatment goals as determined by the treatment team. The treatment team includes therapist(s), Juvenile Counselor(s), parent(s)/guardian(s).
- 2.3.1.5. Contractor will provide the services in Clackamas County and will be family-focused in the provision of services by:
 - a) Ensuring all services are accessible by public transportation.
 - b) Offering sufficient availability for evening and weekend appointments to accommodate youth and family schedules, encourage school attendance, and encourage prosocial activities.
- 2.3.1.6. Provide documentation of license and training by staff upon request.

2.4. Staff Supervision, Quality Assurance & Corrective Actions.

- 2.4.1. Contractor shall have trained supervisor(s) who provide qualified clinical oversight, supervision and quality assurance of the staff providing direct services. Contractor shall ensure the following:
- a) Quality customer service.
 - b) Supervision overall program processes, casework management and required documentation.
 - c) Ensure therapist are Master's Level therapists licensed through the State of Oregon who are certified by the SOTB to provide psychosexual assessments and sex offense specific treatment services.
 - d) Ensure staff participate and complete additional training including, but not limited to:
 - i) Restorative Justice
 - ii) Trauma Informed Care
 - iii) Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - iv) Ongoing training regarding best practices in the supervision and treatment of youth who have committed sex offenses.
 - v) Continuing Education Units as required by SOTB-Certification and State licensing standards
 - vi) Other training as designated by CCJD
 - e) Ensure reports and case notes accurately reflect and follow the approved treatment plans and delivered.
 - f) Use culturally-relevant services:
 - g) Provide verbal and written communication in the most appropriate language for the youth and families.

2.5. Additional Requirements:

2.5.1. Culturally, gender, and sexual orientation responsive services. Contractor shall provide culturally, gender, and sexual orientation responsive services. Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable Contractor to deliver service in ways that meet the diverse needs of the youth and their families. Contractor shall schedule activities on an individual or small group basis for the purpose of:

- a) Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
- b) Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
- c) Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
- d) Helping youth to recognize the relationships between various value systems;
- e) Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
- f) Having staff available who is able to communicate with monolingual (Spanish) youth, families, victims, and community members.

2.5.2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage but is not limited to:

- a) Written reviews for discussion at youth's quarterly treatment review.
- b) Quarterly report including youth, age, number of months in treatment, total number of months on treatment plan, any changes since the last report, and progress relative to program treatment goals and objectives.
- c) A discharge summary for each youth provided to CCJD within 30 days of completion of treatment. Youth's treatment will not be considered complete until CCJD is in receipt of a discharge summary.

2.5.3. Quality Assurance: Contractor shall maintain processes and procedures to ensure the quality of its program. Contractor shall accurately monitor and track reliable measures of program implementation and delivery of services. Contractor shall comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. Contractor shall respond to any possible performance improvement issues identified in an effort to ensure program fidelity and performance.

**EXHIBIT B
PROGRAM BUDGET**

2021 PROGRAM BUDGET	
Revenue	
Clackamas County Juvenile Dpt.	92,000
Total Revenue	92,000
Expense	
Personnel	62,680
Payroll, Regular	
Payroll SSI Taxes Expense	4,795
Workman's Comp Expense	627
Unemployment Expense Health	627
Insurance Retirement 403(b) Expense	4,860
Total Personnel	74,889
Miscellaneous	600
Food (youth & family meetings)	
COVID Mitigation	0
Mileage/Travel	600
Office Supplies	600
Equipment	600
Program Supplies	2,971
Telephone	1,500
Staff Training	1,500
Total Misc Expense	8,371
Administrative Allocation	8,740
Total Expense	92,000
Notes:	
<ul style="list-style-type: none"> ● Administrative allocation capped at 9.5% per year. ● OASOTN conference, SOTB certification, DEI and ongoing staff training covered by separate Parrott Creek HR budget. 	

**EXHIBIT C
CONTRACTOR'S PROPOSAL**

**CLACKAMAS COUNTY
REQUEST FOR PROPOSALS #2020-29
FOR
JUVENILE SEX OFFENSE TREATMENT**

Proposal Submitted By

**Simon Fulford, Executive Director
Parrott Creek Child & Family Services
1001 Molalla Ave, Suite 209
Oregon City, OR 97045**



Parrott Creek
Serving Children and Families

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: August 27, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division, Clackamas County Public Services
Building, 2051 Kaen Road, Oregon City, OR 97045**

Introduction

52 years ago, the Commissioners and citizens of Clackamas County made a decision to invest in a community asset to support some of our most vulnerable community members: children and families caught up in the child welfare and juvenile justice systems. What was first just a farmhouse and ranch program to help kids “get away from it all” has grown into a robust community-based organization offering expertise in a diverse array of programs and services that help children and families stabilize their lives, identify their strengths and develop life-long skills that support their success, all the while making our communities safer, healthier and more nurturing for all of us. Every year, nearly 800 children and families benefit from our support, not only enriching their lives but saving hundreds of thousands of dollars for our taxpayers. Our expertise and experience covers:

- Children and teens in the Child Welfare system
- Youth in the Juvenile Justice system
- Community-based Restorative Justice programming
- Young people with high levels of Adverse Childhood Experiences (ACEs)
- Families with substance abuse challenges
- Families facing housing insecurity and homelessness
- Behavioral Health (mental health, drug & alcohol, sexually harming behaviors)

Parrott Creek has been successfully providing Juvenile Sex Offense Treatment services for youth in Clackamas County for almost 20 years, delivering a highly effective service to the Clackamas County Juvenile Department, Oregon Youth Authority and, latterly, Oregon Department of Human Services.

Parrott Creek consistently applies a developmentally appropriate, strengths-based, trauma-informed and evidence-based approach to the design of *all* its programs and services. Our work is also premised on an inclusive, anti-racist ethos, responding to both BIPOC and LGTBTQI communities.

Our business model, strategic aims and overarching ethos align directly with the Clackamas County Juvenile Department’s vision of “...a system of care that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports.”

We have a broad array of local partnerships and culturally specific resources that also assist in creating greater connections for youth and their families to their local community.

Service Delivery

Parrott Creek Child and Family Services has been facilitating the Lifeguards Juvenile Sex Offense Treatment (JSOT) program in conjunction with the Clackamas County Juvenile Department (CCJD) for close to 20 years. Parrott Creek's Lifeguard JSOT program has a Certified Clinical Sexual Offense Therapist (CCSOT) with three years of experience managing and conducting all services in the program and seven year's experience providing offence-specific treatment to adjudicated youth. This therapist receives direct clinical supervision from the Director of Clinical Services and management supervision and oversight from the Director of Programs as well as the Executive Director of Parrott Creek.

Parrott Creek will offer flexible operating hours to accommodate the needs of youth, families, and the CCJD. Generally speaking the therapist would work between 10 AM and into the early evening Monday through Thursday depending upon the scheduling of groups and the schedules of youth clients, their families and the professionals at the CCJD. The program will operate on Fridays and weekends if it is necessary to accommodate the needs of youth or families.

During the Covid 19 pandemic, the current JSOT program moved individual and group meetings to telehealth/video conferencing platforms through discussion, planning and collaboration with the Clackamas County Juvenile Department. As the pandemic continues, adaptations for treatment groups, parent groups, and meetings with the CCJD have been continually developed and adapted based on the guidelines of the Oregon Health Authority (OHA) and Centers for Disease Control (CDC). Parrott Creek continues to liaise with CCJD on our response to Covid-19 and how best to meet the needs of JSOT clients.

Paul Stanzione, MSW, LCSW. CCSOT, has been the JSOT therapist and program manager for the last 3 years. Paul is a Licensed Clinical Social Worker and has been a Sexual Offense Treatment Board (SOTB) Certified Clinical Sex Offender Therapist (CCSOT) in the State of Oregon for the past two years. Paul, in his time as the Lifeguards' JSOT therapist has conducted dozens and dozens of psychosexual assessments utilizing his education, clinical experience and SOTB approved continuing education training.

Service Components as outlined in Section 3.3.2 of RFP

Upon receiving a referral for a psychosexual assessment from the CCJD, the JSOT therapist collates all appropriate referral information including police reports. Then, coordinating with the assigned Juvenile Court Counselor, the therapist arranges to have an assessment interview with the client and

appropriate caregivers. Again, utilizing clinical experience and appropriate assessment tools such as the "JSOAP II" and the "PROFESOR," the JSOT therapist will produce a detailed psychosexual assessment with a recommendation for an appropriate level of clinical service for the CCJD's consideration.

For youth directly referred to the JSOT Lifeguards program the therapist will contact them in a timely manner and arrange an intake meeting. During the times of COVID; assessments, individual and family sessions, group therapy and CCJD meetings are being conducted via video/telehealth platforms. After intake, the therapist's first priority is assessing the youth's current living and social situation. This leads to the development of a comprehensive Safety Plan ensuring the safety of both the community, the youth and the youth's family. This is done in conjunction with the assigned Juvenile Court Counselor, the youth and their family. Within 30 days of intake, a treatment plan is developed and submitted which details specific treatment goals aligned with the youth's needs and considerations of community safety.

Embedded within the treatment plan is a prescription for the dosages treatment i.e., number of individual sessions per month, family sessions per month and group treatment applicability. Each youth is assessed by the therapist to make sure that the dosage of treatment fits within the parameters of the CCJDs requirements for Juvenile Sex Offender Treatment while simultaneously taking consideration the youth's developmental capacities. Developmental considerations include chronological age and emotional maturity, cognitive and psychoemotional conditions as well as specificities in regards to offenses. Family time commitments are also taken into consideration.

Treatment modalities employed include but are not limited to: Cognitive Behavioral Therapy, Dialectical Behavior Therapy, solution focused work as well as Motivational Interviewing techniques. Offending cycles are examined, if appropriate, as well as familial and social supports to help the youth safely integrate into more normalized community interactions.

Relapse prevention is addressed as well as detailed work in regards to victim clarification to whatever degree is appropriate and possible. Most importantly, a mindfulness-based, relational approach employed by the JSOT therapist develops a therapeutic relationship that simultaneously has defined boundaries and cultivates an environment of trust and safety. This enables the youth to eventually hold themselves accountable. This is the catalyst to internalize, long-term change which ensures future safety for both the community and the youth themselves.

The JSOT Lifeguards program has always embodied the idea that collaboration is the key to successful treatment. In addition to any monthly meetings with the JSO team and case specific meetings with the assigned Juvenile Court Counselor, consistent and clear communication with the CCJD is the norm.

The JSOT Lifeguards therapist has extensive experience in polygraph preparation having gone through the process with clients for over seven years in two different Parrott Creek programs working with adjudicated youth. The JSOT therapist works closely with the CCJD, the youth and their family, and whenever possible the polygrapher to try and ensure successful polygraph completion. Offense history review, therapeutic trust, role-play and questions specific investigation are all employed for this.

The JSOT therapist will do everything they can to coordinate and schedule quarterly treatment reviews for each client to include the youth, parents/guardians, and the assigned Juvenile Court Counselor.

All treatment will be completed within the prescribed treatment period unless an extension is arranged by the CCJD. All tracking of treatment and treatment completion summaries will be provided to the CCJD within the prescribed time frames.

The Lifeguards JSOT program treatment structure and protocols will ensure that:

- psychosexual assessments will be done prior to treatment starting.
- Individual sessions will be completed once per week.
- Group therapy sessions will be conducted once a week.
- Family therapy sessions will be conducted twice a month and will include historical reviews, support for the family within the treatment plan, and addressing any ongoing crises that occur.
- Within the first four months of treatment each youth will be prepared for a full disclosure polygraph as well as ongoing maintenance polygraphs every 4 to 6 months after the full disclosure.
- The therapist will conduct quarterly treatment reviews for all clients.
- The therapist will participate in quarterly treatment reviews for all clients.
- The therapist will provide parent, psychoeducational and support groups that will facilitate discussions in the following: sharing of information in regards to juvenile sex offender treatment, family challenges, and engagement in the sex offender treatment process.
- The therapist will complete additional psychosexual assessments for all clients every six months using approved risk assessment tools. And within 30 days of completion of treatment the therapist will provide a discharge summary outlining treatment progress and final recommendations.

- The therapist will participate in the monthly CCJDs JSO team meetings.
- The Lifeguards JSOT program provides services to Clackamas County families through the CCJD and our treatment philosophy is always family focused.
- Outside the times of COVID, the treatment provider's office is centrally located in Oregon City easily accessible by public transportation.
- The program provides flexible hours for treatment to accommodate youth and family schedules and the ease of treatment around school, work and social activity commitments. This is tailored individually to the needs of participants.
- The therapist has direct clinical supervision on a weekly basis with the director of clinical services of Parrott Creek as well as supervision with Parrott Creek's Director of Programs and Executive Director to ensure oversight, support, and quality assurance.
- Part of the Lifeguards JSOT programs' philosophy is that clients feedback is essential for success in assessing internalization of treatment goals. Therefore, the program does all it can to acquire real-time feedback from the clients and the family/guardians regarding treatment goals and satisfaction of the treatment provided.
- In addition to participating with the JJCD in regards to program functionality, oversight of all program processes is carried out by Parrott Creek's Director of Clinical Services Parrott Creek, the Director of Programs and the Executive Director. In addition, bi-monthly reports are given to Parrott Creek's Board of Directors which includes oversight from the District Attorney and a Clackamas County Circuit Court Judge.
- The therapist is a master level Licensed Clinical Social Worker as well as being certified by the SOTB as a Certified Clinical Sex Offender Therapist (CCSOT).
- The Lifeguards JSOT therapist maintains all relevant trainings to maintain licensure and certifications that include but are not limited to: restorative justice, trauma informed care, cultural and racial and ethnic and religious and sexual orientation and gender identity responsivity, best practice and treatment of juvenile sex offenders and all the trainings recommended by the CCJD.
- The therapist will be able to provide documentation of license, certifications, and all training.
- The therapist will utilize all culturally relevant services including interpretation and translation services when necessary.

JSOT Output & Outcome Data

The Lifeguards JSOT program has enjoyed a long-standing successful and rewarding experience providing services to the youth and families of Clackamas County. For close to 20 years, and in partnership with the Clackamas County Juvenile Department, the Lifeguards JSOT program has

evolved and refined services reflecting development in JSOT innovations, trauma informed treatment advances, and the changing legislative and ORS landscape. Over the last two years, ALL Lifeguards JSOT program youth who successfully completed treatment completed 100% of the required treatment parameters, including treatment goals, as overseen and approved for treatment completion by the Juvenile Department. Below is further detail of our output and outcome data in compliance with JSOT contractual requirements.

YEAR	TARGET	SUCCESS RATE
2018 - 2019	A minimum of 90% of youth participants will not have a new criminal sexual referral while participating in the program.	100% of youth participants did not have new criminal sexual referral while in the program.
	A minimum of 80% of the youth participants will not have a new criminal referral to the Juvenile Department while participating in the program.	95% of youth participants did not have new criminal referral while in the program.
	A minimum of 80% of the youth participants who successfully exited the program will not have a new criminal sexual referral to the Juvenile Department during the 12 month period after exiting.	100% of youth participants did not have new criminal sexual referral within 12 months of exiting the program.
	Parrott Creek will maintain capacity to provide services for up to a daily population of 25 youth (youth who are enrolled in treatment/duplicated between quarters).	100% capacity maintained. 83 youth served as per criteria based on CCJD referrals.
	Parrott Creek will provide a minimum of 12 individual sessions to each youth in the program (youth are duplicated within/between quarters- # of sessions, not # of youth).	498 individual sessions provided over 12 month period.
	Parrott Creek will provide a minimum of 46 group sessions to each youth in the program (youth are duplicated within/between quarters- # of sessions, not # of youth).	65 group sessions provided over 12 month period.
	Parrott Creek will provide a minimum of 12 family sessions, including at least 8 multi-family sessions for the families of each youth in the program (youth are duplicated within and between quarters- # of sessions, not # of youth).	126 family and multi-family sessions provided over 12 month period

2019 - 2020	By June 30, 2020, a minimum of 90% of youth participants will not have a new criminal sexual referral while participating in the program.	100% of youth participants did not have new criminal sexual referral while in the program.
	By June 30, 2020, a minimum of 80% of the youth participants will not have a new criminal referral to the Juvenile Department while participating in the program.	93% of youth participants did not have new criminal referral while in the program.
	By June 30, 2020, a minimum of 80% of the youth participants who successfully exited the program will not have a new criminal sexual referral to the Juvenile Department during the 12 month period after exiting.	100% of youth participants did not have new criminal sexual referral within 12 months of exiting the program.
	Parrott Creek will maintain capacity to provide services for up to a daily population of 25 youth (youth who are enrolled in treatment and are duplicated between quarters).	100% capacity maintained. 77 youth served as per criteria based on CCJD referrals.
	Parrott Creek will provide a minimum of 12 individual sessions to each youth in the program (youth are duplicated within/between quarters- # of sessions, not # of youth).	500 individual sessions provided over 12 month period.
	Parrott Creek will provide a minimum of 46 group sessions to each youth in the program (youth are duplicated within/between quarters- # of sessions, not # of youth).	32 group sessions provided over 12 month period.
	Parrott Creek will provide a minimum of 12 family sessions, including at least 8 multi-family sessions for the families of each youth in the program (youth are duplicated within/between quarters- # of sessions, not # of youth).	77 family and multi-family sessions provided over 12 month period

The JSOT therapist has extensive experience working with youth with a wide variety of needs and from differing demographics. These include youth with developmental delays, spectrum disorders, significant mental health conditions and substance abuse issues. The JSOT therapist has worked with youth between the ages of 11 and 20 as well as youth from diverse racial, ethnic, cultural, and different genders and gender identities.

Ensuring that our programs and services are culturally responsive

Youth and their families are fully involved in creating individualized goals for themselves in equal partnership with staff and in a culturally responsive manner. Parrott Creek staff use the culture, knowledge and prior experiences of participants to ensure that their treatment is relevant and effective for them. We know that youth and families want our services to be relevant and comfortable, such as incorporating relatable aspects of their communities. Lastly, being culturally responsive includes having bilingual staff or translation support where and when appropriate.

At Parrot Creek, we endeavor to:

- Speak to young people and families in preferred language whenever possible
- Learn about family and community cultural values and discuss these in service and case planning
- Incorporate cultural heritage into service content
- Factor in each young person's, and their families', strengths and characteristics
- Train staff to uphold key cultural values of different ethnicities
- Ask youth and/or families how they want to be respected and validated
- Support staff in validating the opinions of both youth and families
- Help participants access essential, cultural resources in the community
- Support open discussions on family matters between youth, their caregivers and/or extended family
- Provide services with a relational-cultural lens that upholds their community values

Case Examples

Parrott Creek's JSOT program works to be mindful of the position of the therapist and the power differential that exists between the provider and the youth. We also recognize and accommodate the fact that cultural factors influence the youth and families' approach to the treatment process, that we should adapt to their needs and perspective and not the other way around. The program has had open conversations with Black youth and their families about the historical trauma they've experienced from the legal system and how that leads to fear and apprehension about trusting the process due to uncertainty around being treated fairly. The provider has worked to understand their perspective and to develop a trusting therapeutic relationship. Through observable actions, the JSOT therapist demonstrated their ability to be a professional who is attempting to help address the underlying issues that contributed to their sexually harmful behaviors. These conversations have been had in collaboration with Juvenile Court Counselors (when appropriate) to help reassure the family that the

primary focus is treatment and to help the youth stay with their family and within their community unless they are not able to alter behaviors that are unsafe and put them and others at risk.

These experiences have further illustrated the importance within Parrott Creek to educate staff on being self-aware of their own bias and considerations when working with youth and families of color within the juvenile justice setting. Mindfulness practice and self-reflection on one's own implicit bias is required of all staff on a weekly basis and forms part of both informal and formal staff supervision meetings. (See below for more detail on our culturally responsive service design.)

Parrott Creek's JSOT therapist works to recognize the community support network each youth and their families have and works to honor that within their treatment. Understanding the youth's culture, beliefs, or family systems are important when considering treatment plans and interventions. Recently the JSOT program worked with an Pacific Islander youth who had a large extended family and where their offenses greatly impacted the family's ability to have meetings and gatherings that are vital to their culture. The youth's ability to understand the impact that he had on his family system made the clarification process in treatment more meaningful. Understanding their culture was important for the provider's ability to help the youth understand the impact of his actions and why addressing the abuse was important for the person impacted as well as the entire family system. This experience and others have been important reminders for the agency on the importance of taking a holistic approach to the assessment process to fully understand a youth and their culture to help inform the interventions. The JSOT therapist also drew on Parrott Creek's 20+ years delivering Restorative Justice (RJ) programs and using RJ practice in community-based and residential programs for youth in the juvenile justice system.

Adhering to Ethical Standards

Through maintaining their SOTB certification, the Lifeguards JSOT clinician stays up-to-date on the most current clinical practices, policies and standards in regards to Juvenile Sex Offender Treatment. Parrott Creek and the JSOT therapist adhere to all ethical standards and requirements of both Association for Treatment of Sexual Abusers (ASTA) and the SOTB.

Treatment success has been and will be demonstrated through detailed documentation of goal completion, treatment progress as reported in real time to the youth, family, and the CCJD. Recent history of the Lifeguards program has shown 100% success in regards to sexual offense recidivism.

Demonstrated Ability to Provide JSOT Services

Parrott Creek Child and Family Services has been delivering the requested Juvenile Sex Offense Treatment service in a collaborative manner with the Clackamas County Juvenile Department for at least 20 years. Parrott Creek's program is staffed by a licensed MSW Therapist who is a Certified Clinical Sexual Offense Therapist as licensed by the Oregon Sexual Offense Treatment Board for the past six years. This certification allows the therapist to provide psychosexual assessments and sex offense specific treatment to youth in Oregon that is of an exemplary standard and meets the criteria for a provider for youth referred by the Juvenile Department.

The current therapist also has three years' experience working closely with the Clackamas County Juvenile Department as the Therapist for the current Lifeguards Juvenile Sex Offense Treatment Program as well as four years' experience working collaboratively with the Clackamas County Juvenile Department and the Oregon Youth Authority (OYA) at Parrott Creek's Residential Programs prior to being moved at the request of the Juvenile Department to the Lifeguards Juvenile Sex Offense Treatment program.

Parrott Creek Child and Family Services has been treating youth with sexually harming behavior for more than twenty years both contracting with OYA in our residential program and also in our Shelter Program with youth from Clackamas County Juvenile Department. In 2019, at the request of the Oregon Department of Human Services (DHS), we opened a new program for highly traumatized and reactive youth with sexually concerning behaviors on our residential campus.

All of these programs have required the development of a Quality Assessment, as well as an appropriate psychosexual assessment. This assessment then drives the creation of a treatment plan collaboratively with the youth, the family and any other relevant agencies such as the Juvenile Department. The treatment plan provides a comprehensive outline of the youth's progress through treatment, any necessary safety planning, family work, supervision needs, an outline of the youths goals towards clarification with victims and transition from the program with re-unification with their family, or in the case of youth in residential programs their next resource, as the ultimate goal.

All goals created during the treatment plan are family and youth centric and based on self-identified and culturally specific strengths identified by and with the client. Parrott Creek has a core belief that youth and families are doing the best they are able to with the skills they currently have. With the acquisition

of new skills in a regulated individual and/or group setting, youth and families will be able to access new skills and practice them allowing for different responses when faced with difficult choices.

Our Juvenile Sex Offence Treatment program will be in alignment with the Clackamas County Juvenile Department's mission to provide equitable juvenile justice, family support and reformation services to youth so they can repair harm to victims, experience positive change and contribute to a safe, healthy and secure community. The program will comply with the Oregon Sex Offenders Treatment Boards practices and standards as well as the Treatment of Sexual Abusers standards. The program will consist of a caseload of up to 25 clients and their families between the ages of 10 and 18.

Parrott Creek's programs are regularly revised, adapted and improved based on a robust quality assurance process. Parrott Creek, for 15 years, has been developing a mindfulness-based approach to treatment that emphasizes regulation and accountability for youth and staff. The Lifeguards JSOT program has been part of this development and growth. This commitment to program development has resulted in the ability to meet the challenges of changing standards (SOTB, ATSA, etc.) as well as ensuring appropriately qualified staff are providing our services.

Parrott Creek has always been a family centered agency. We engage families in every aspect of treatment for youth, beginning with the creation of the treatment plan through the clarification process and transition from the program. The Lifeguards JSOT program has consistently engaged families in parent meetings, parent groups and individually. We have adopted a culturally responsive approach to all our work engaging with youth and families, particularly when working with such community and culturally sensitive issues as sexual offences and sexually inappropriate behaviors.

Restorative Justice

Our Lifeguards Juvenile Sex Offence Treatment program, along with all other programs at Parrott Creek, has incorporated a Restorative Justice (RJ) approach to treatment that aligns with the Clackamas County Juvenile Department's own RJ ethos and practice to working with youth. The Lifeguards JSOT program emphasizes the idea of true accountability for youth and grounding this on a youth's understanding of their responsibility for the harm they have done to firstly their victims, but also the communities of their victims' family, their own family and ultimately the harm they have caused the community at large. While the clarification process is not a traditionally reparative process it does give opportunity for youth to listen to and acknowledge the harm their victims and their families have experienced, to be honest about the harm they have caused to victims and to explain how this will not happen again.

Parrott Creek has 20+ years' experience developing and implementing Restorative Justice programs and services in the community, as part of outpatient treatment and within our residential programs. Parrott Creek is an active and contributing member of the Restorative Justice Coalition of Oregon as well as a number of other community-based initiatives related to Restorative Justice.

Parrott Creek has not experienced any difficulty in meeting the requirements of the contracts it has with OYA, DHS or the Clackamas County Juvenile Department. We have not been subject to any corrective actions or had service delivery difficulties, beyond hiring new staff when vacancies happen.

20 Year JSOT Track Record

Parrott Creek's most significant strength for this application is a proven, 20 year track record in successfully providing services to sexually harming youth in Clackamas County in both our residential programs and the Lifeguards Juvenile Sex Offence Treatment outpatient program. We have demonstrated a commitment to supporting staff in acquiring the appropriate licensing for therapists along with the certification from the SOTB board to provide services in the most effective, ethical and evidence-based manner. The costs of SOTB and other credentialing requirements are typically not covered by the contract amount and is a commitment Parrott Creek has made as an agency.

Parrott Creek has a long history of working in Restorative Justice as well as using evidence based practice in treatment and assessments. Ensuring staff are trained in using the JSOAP II, and the PROFESSOR as part of the comprehensive psychosexual assessment provided by Parrott Creek for youth in the program. (Parrott Creek staff are also trained in using the ERASOR assessment tool, while there is growing evidence that the ERASOR does not accurately predict sexual recidivism and has limited ability to accurately predict nonsexual or general recidivism.)

If successful in the RFP process there would be no interruption in programming as Parrott Creek's Lifeguards Juvenile Sex Offence Treatment program is currently serving this population in the County.

Based on the budgeted amount Parrott Creek would be able to accommodate a caseload of 25 youth in outpatient services at any given time.

Cultural and Gender Responsivity

Parrott Creek is committed to delivering the Juvenile Sex Offense Treatment program through an equity lens and removing barriers to equitable outcomes for all youth, particularly those excluded from

traditional provision - Black, Indigenous and People of Color (BIPOC) and lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQI) communities. We will ensure that our service centers diversity, equity and inclusion. As answered in previous questions, Parrott Creek's work is founded on the principle that youth and families are the experts in their lives and lived experiences. Youth and families should lead in creating individualized goals for themselves, to best meet their needs, in partnership with staff. Parrott Creek will base all Juvenile Sex Offense Treatment in a family or child's own culture, identity and/or belief systems.

Cultural and gender/identity-responsive services are not an add-on but core to our treatment modality. In order to prioritize equitable outcomes, a robust equity lens will be employed that outlines expected results, data collection and analysis, community engagement, and accountability.

As an organization, we are also committed to expanding opportunities for racial equity and social justice by identifying, challenging, and changing the values, structures and behaviors that perpetuate systemic inequities, and including gender inequalities.

The clinician working in the Lifeguards Juvenile Sex Offense Treatment program attends the Oregon Adolescent Sex Offender Treatment Network (OASOTN) annual training which, through multiple presentations, incorporates cultural and gender responsive elements over 12 hours of workshops when discussing youth who engage in sexually harmful behaviors. Trainings highlight appropriate assessment and interventions for youth and family systems of color, honoring different cultures and belief systems, and appropriate interventions and inclusive teachings around healthy sexuality with LGBTQQI youth (understanding discrimination and challenges with hetero-normative traditional sex education).

In addition, the clinician has worked with a Planned Parenthood educator over the past 3 years learning about the holistic approach the organization takes in teaching about sexuality and discussing gender identity, cultural differences, body differences, sexual orientation, different forms of intimacy, as well as other pertinent topics. The Lifeguards Juvenile Sex Offense Treatment clinician also meets with Parrott Creek management to audit and improve upon implementation of best practices when working with youth and families from different cultures and/or who have varying identities. The clinician has also attended gender specific training on the population of women and girls in engage in sexually harming behaviors that discusses assessment and intervention. The clinician has attended trainings discussing gender differences in sexually harming behaviors and appropriate interventions. The Lifeguards Juvenile Sex Offense Treatment assessment process considers a youth and their family's culture,

identity, and belief system and factors into the youth's treatment plan in order to individualized services accordingly and being mindful of how these factors may influence their treatment process. Discussions around these factors are conducted with the youth's Juvenile Court Counselors and a collaborative approach is taken to provide the youth the best opportunity to succeed in the program.

Twice per year Parrott Creek requires each program or service to undertake a comprehensive Culturally Responsive Service Audit and develop action plans based on these. Equity & Inclusion is a standing item at all monthly management team meetings. Mindfulness practice and self-reflection on one's own implicit bias is required of all staff on a weekly basis and forms part of both informal and formal staff supervision meetings.

Parrott Creek is about to undertake a three-part, 12 hour training on sexism, misogyny, race, power and intersectionality with Equality Works NW. This training will use a multi-modality approach and will rely heavily on community participation.

On average, each Parrott Creek employee receives upwards of 12-16 hours per year in training and support on Diversity, Equity and Inclusion on top of the formal training programs described above.

Parrott Creek's Board of Directors has instituted a process to assess, review and revise policies and procedures for institutional racism and bias as per our Equity, Inclusion and Anti-Racism Strategy.

Finally, Parrott Creek created a Youth Council which meets on a weekly basis to provide feedback and input on program and service design. The Youth Council also attends Parrott Creek Board meetings six times per year.

Parrott Creek has several bilingual staff in Spanish who can support the Lifeguards Juvenile Sex Offense Treatment program as required to meet the needs of mono-lingual Spanish youth. Parrott Creek has a good partnership with Latino Network and the Native American Youth & Family Center (NAYA) to either commission additional support or engage in our service with youth or their families. Parrott Creek also has a contract with *Albom: the translation agency for nonprofits* to provide fully comprehensive interpretation and/or translation services on demand and as needed by other monolingual youth or families. Parrott Creek has already used these services for Russian and Vietnamese families in Clackamas County.

Staff Descriptions and Qualifications

Parrott Creek Child and Family Services has almost 20 years of experience delivering Juvenile Sex Offense Treatment (JSOT) in conjunction with the Clackamas County Juvenile Department (CCJD) and the Oregon Youth Authority. Parrott Creek's JSOT program is delivered by a Licenced Clinical Social Worker who has been a SOTB Certified Clinical Sex Offender Therapist (CCSOT) in the State of Oregon for the past six years and who has been delivering the JSOT program for the past three years, managing and conducting all services. Parrott Creek's JSOT therapist follows all aspects of the ATSA professional code of ethics.

The JSOT therapist receives direct clinical supervision from the Director of Clinical Services (LCSW) and management supervision and oversight from the Director of Programs and the Executive Director of Parrott Creek. Parrott Creek has a team of five therapists, two with CCSOT certification and one Certified Associate Sexual Offense Therapist.

Administrative Management, Supervision, Policies & Procedures

The Lifeguards Juvenile Sex Offence Treatment Program is administratively managed by Neil Davies, Director of Programs, and Greg Newman LCSW, Director of Clinical Services. The treatment and support provided directly to youth and families is delivered by Paul Stanzione LCSW. Parrott Creek's Executive Director, Simon Fulford, has ultimate responsibility and reports directly to the Board of Directors.

The Director of Programs is responsible for ensuring that all programs and services achieve the goals of the contract and maintaining compliance while the Director of Clinical Services is responsible for ensuring programs and services adhere to stringent ethics protocols and licensing requirements such as to the Sex Offender Treatment Board, Oregon Department of Human Services and Oregon Health Authority. Parrott Creek has a system of monthly file review in order to maintain compliance. Files are also reviewed randomly so that fidelity and consistency of service delivery and treatment is maintained.

Across all of it's services for youth with sexually harming behaviors, Parrott Creek has made the decision to adopt interventions that conform with the guiding principles of the Sex Offender Treatment Board that states treatment and interventions must be:

- Victim- or survivor-centered; and
- Evidence informed; and
- Individualized, based on assessments; and
- Collaborative, involving the client's family and support network; and

- Sensitive to the client’s development; and
- Affirming of sexual orientation, gender identity, and gender expression; and
- Cognizant that juvenile clients who participate in sexual abuse-specific treatment are different from adults; and
- Trauma-informed; and
- Focused on behavioral change, with an emphasis on risk-reduction strategies.

Providers must:

Conformity with these principles is discussed in supervision and during development of new strategies in the program. It is also our practice in the Lifeguard Juvenile Sex Offense Treatment program to engage our partners in the Juvenile Department when making additions or changes to the program. This is done through direct communication by email, phone call or in person meeting.

Parrott Creek’s Board of Directors ensures oversight and quality assurance through the Program & Quality Oversight Committee that meets with the Director of Programs and Director of Clinical Services on a bi-monthly basis.

Finally, Parrott Creek is in the final stages of behavioral health accreditation with the Joint Commission, the global leader in accreditation and unbiased assessment of quality achievement in patient care, treatment and safety.

Staff Supervision, Quality Assurance & Corrective Actions

The Director of Programs provides monthly management supervision to the Lifeguards Juvenile Sex Offense Treatment therapist while the Director of Clinical Services provides weekly clinical supervision to the therapist. This ensures program fidelity and performance and when staff or treatment problems arise they are addressed immediately using Parrott Creek’s Procedure Review Sheets and/or Performance Review Sheets for evaluation and corrective action if necessary. Parrott Creek employs Coaching Sheets when there is a need for corrective intervention with staff. These are specific to the behavior in question and goal oriented to help staff be more effective. These are written collaboratively by the Director of Clinical Services and the Director of Programs, reviewed with the employee, and signed by both. Files are also randomly spot-checked and documented for adherence.

Parrott Creek’s program management is structured in such a way that there is open and accessible communication and supervision among team members at all operational levels. Managers and supervisors are available for immediate assistance when any questions, challenges or concerns arise.

Budget and Fees

Lifeguards JSOT Program 5 Year Budget

BUDGET	Total	Total	Total	Total	Total
	2020- 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025
Revenue					
Clackamas County Juvenile Dpt.	92,000	92,000	92,000	92,000	92,000
Parrott Creek Subsidy/Fundraising	3,965	5,532	4,577	6,204	7,797
Total Revenue	95,965	97,532	96,577	98,204	99,797
Expense					
Personnel					
Payroll, Regular	61,451	62,680	63,934	65,213	66,517
Payroll SSI Taxes Expense	4,701	4,795	4,891	4,989	5,089
Workmans Comp Expense	615	627	639	652	665
Unemployment Expense Health	615	627	639	652	665
Insurance Retirement 403(b)	4,860	4,860	4,860	4,860	4,860
Expense	1,229	1,254	1,279	1,304	1,330
Total Personnel	73,470	74,842	76,242	77,670	79,127
Miscellaneous					
Food (youth & family mtngs)	542	565	595	625	645
COVID Mitigation	2,500	2,500	-	-	-
Mileage/Travel	250	263	275	288	305
Office Supplies/Equipment	250	300	315	355	365
Program Supplies	350	400	425	475	495
Telephone	1,174	1,232	1,294	1,359	1,427
Total Misc Expense	13,295	13,490	11,135	11,334	11,470
Administrative Allocation	9,200	9,200	9,200	9,200	9,200
Total Expense	95,965	97,532	96,577	98,204	99,797

Notes:

1. Salary includes 2% COLA per year covered by Parrott Creek fundraising.
2. Administrative allocation capped at 9.5% per year.
3. COVID Mitigation costs include tele-health equipment, subscriptions and infrastructure, increased sanitization of office/counseling space and Personal Protective Equipment for youth, families and staff as may be required.
4. OASOTN conference, SOTB certification, DEI and ongoing staff training covered by separate Parrott Creek HR budget

Per youth/per month cost based on 25 youth case load: \$319.99

Note: the per youth/per month fee structure is based on the calculation of an ongoing maximum caseload. If the County cannot guarantee a full caseload, the per youth/per month cost would be higher so as to guarantee the capacity to serve youth as referred to JSOT by the courts and/or CCJD.

References

Jeff Rodin, LCSW – SOTB Clinical Therapist
Oregon Youth Authority Treatment Services Coordinator
Youth with Sexually Harmful Behaviors/Fire-setting
530 Center St NE #500, Salem, OR 97301
E: Jeffrey.Rodin@oya.state.or.us
T: 503-480-6808

Sara Fox
Treatment Services Program Manager
Oregon Department of Human Services - Office of Child Welfare
500 Summer St. NE, Salem, OR 97301
E: SARA.B.FOX@dhsosha.state.or.us
C: 503-400-5575

Seth Lyon, L.C.S.W.
District 15 Manager (Clackamas County)
Oregon Department of Human Services - Child Welfare and Self Sufficiency
315 Beaver Creek Rd, Oregon City, OR 97045
E: SETH.LYON@dhsosha.state.or.us
T: 971-673-7212

PROPOSAL CERTIFICATION RFP# 2020-29

Submitted by: Parrott Creek Child & Family Services, Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race,

creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

X Resident Bidder, as defined in ORS 279A.120

X Oregon Business Registry Number_0555300-0

Contractor's Authorized Representative:

Signature:



Date: August 26, 2020

Name:

Simon Fulford

Title:

Executive Director

Firm:

Parrott Creek Child & Family Services

Address:

1001 Molalla Ave, Suite 209

City/State/Zip:

Oregon City, OR, 97045

Phone:

(503) 722-4110

e-mail:

sfulford@pcreek.org

Fax:

Contract Manager:

Name Neil Davies

Title: Director of Programs

Phone number: (503) 722-4110

Email Address: ndavies@pcreek.org



Capt. Malcolm McDonald
Director

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

March 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon State Parks, Mclver State Park to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon State Parks, Milo Mclver State Park.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$30,000.00 in revenue to support the Community Service program.
Funding Source	Oregon State Parks, Milo Mclver State Park.
Duration	Effective once signed and terminates June 30, 2021.
Previous Board Action	This a new contract for a new vendor
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon State Parks, Milo Mclver State Park. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for four months, March 1, 2021 through June 30, 2021 and allows for three additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Oregon State Parks, Milo Mclver State Park.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

**COUNTY COUNSEL
DOCUMENT REVIEW - TRANSMITTAL FORM**

DATE: 03/05/2021

TO COUNTY COUNSEL ATTORNEY: Jeff Munns

FROM: Ellen Dickerson

EXTENSION: 8746 **DEPARTMENT/DIVISION:** Community Corrections

BILL TO 219 1320 06240 431420

TYPE OF DOCUMENTS: CSW New Agreement


NAME OF DOCUMENTS: OREGON STATE PARKS MILO MCIVER STATE PARK

REQUESTED RETURN DATE: 03/09/2021

Requestor Comments: They need extensive tree damage clean up and want to begin as soon as possible.

=====

APPROVED AS TO FORM:

County Counsel:  _____

Date: 3/8/2021 _____

Counsel Comments:

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND OREGON STATE PARKS**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Oregon State Parks, Milo McIver ("Agency"), collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
 - A. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty- four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the City.
 - B. For Graffiti removal services COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
 - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
 - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
 - iv. Remedy requested work within ten (10) days of notification per code;
 - v. Take before and after photos for documentation and furnish to CITY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

3. Rights and Obligations of the AGENCY.

A. The AGENCY agrees to:

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. For Graffiti removal services AGENCY agrees to:

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
- iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

4. Compensation.

- A. The AGENCY agrees to pay \$425 per crew per day, for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in section II.B above. AGENCY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
- C. Payments shall be made on the basis of requests for payment submitted as follows:
 - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
 - ii. The AGENCY agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful

acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
 - A. Fred Wienberg, or their designee, will act as liaison for the County.

Contact Information:

Fred Wienberg
Clackamas County
Community Corrections
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

Clay Courtright, or their designee, will act as liaison for the Agency.

Contact Information:

Clay Courtright
Milo McIver State Park
24101 S. Entrance Rd.
Estacada, OR 97023
503-969-8260

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 County of any form of defense or immunity, whether sovereign immunity,

governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained.

Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency 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.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

Clackamas County
Chair Tootie Smith
Commissioner Sonia Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Oregon State Parks
Milo McIver State Park
24101 S. Entrance Rd.
Estacada, Or 97023

Chair, Board of County Commissioners



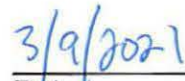
Authorized Signature

Date



Printed Name/Title

Recording Secretary



Date

Approved as to form



County Counsel

3/8/2021

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #9 to an Intergovernmental Agreement with
The State of Oregon, Housing and Community Services Department to
Provide Grant Funding Up to A Not to Exceed Amount

Purpose/Outcomes	Approval of Amendment #9 which provides grant funding up to an amount Not to Exceed (NTE) \$33,214,058.
Dollar Amount and Fiscal Impact	New Not to Exceed amount of \$33,214,058. Increase of \$1,467,031.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division – Oregon Legislature 2020 Third Special Session (HB 4401 and SB 5731) Supporting Tenants Access Rent Relief (STARR) funding in the amount of \$2,347,249.
Duration	Effective upon signature, with a funding start date of October 1, 2020 and an eligible expenditure period of April 1, 2020 to June 30, 2021.
Previous Board Action	The original agreement was approved by the Board of County Commissioners on August 15, 2019. Amendment #1 approval, May 21, 2020. Amendment #2 approval, June 4, 2020. Amendment #3 approval, June 9, 2020, Amendment #4 approval, July 16, 2020, Amendment #5 approval by County Administrator on Oct. 8, 2020. Amendment #6 approval by the Board on Nov. 12, 2020, Amendment #7 pending, Amendment #8 approval at Jan. 21, 2021 BCC issues.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved March 10, 2021 (AN).
Procurement Review	Was this item processed through Procurement? No, this is an amendment to an existing revenue agreement, not subject to Procurement approval.
Contact Person	Brenda Durbin, Director, Social Services Division (503) 655-8641
Contract No.	H3S# 9302, State# 5084

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #9 to an Intergovernmental Agreement (IGA) with the State of Oregon Housing and Community Services Department (OHCS).

Amendment #9 provides grant funding up to an amount Not to Exceed (NTE) \$33,214,058. Supporting Tenants Access Rent Relief (STARR) funds of \$2,347,249 are included in the NTE for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic. The amendment also includes a buffer of funds, adds a corresponding program element for the STARR funds, and replaces both the Definitions and the Oregon State Historic Preservation Office Exhibits with updates.

STARR funds will be used to expand the rent assistance program. Social Services has consulted with Procurement and Finance Grants and will amend agreements and contracts with agencies that have completed a competitive process to continue the rent relief program.

The amendment was approved by County Counsel and Emergency Operations Command.

RECOMMENDATION:

Staff recommends the approval of Amendment #9, and that the County Administrative Officer, or his designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services



**State of Oregon
Oregon Housing and Community Services Department
Master Grant Agreement
Amendment No. 9**

This is Amendment No. 9 (the “Amendment”) to the Master Grant Agreement No. 5084, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County** (“Subgrantee”).

Recitals: In the 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to OHCS for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows, effective upon signature by all parties and approval required by law and with a funding start date as of **October 1, 2020**: New language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:
 - a. Amend Section 3, entitled Consideration, as follows:
 3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$33,214,058.00** [~~\$31,747,027.00~~]. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
 - b. Exhibit A – Definitions table only shall be deleted in its entirety and replaced with the attached revised Exhibit A – Definitions dated February 1, 2021, which is attached to this Amendment and incorporated by this reference.
 - c. Amend Exhibit A, entitled Program Elements, to add Program Element PE 20, Supporting Tenants Accessing Rental Relief (STARR) Program, which is attached to this Amendment and incorporated by this reference.
 - d. Exhibit E – The Oregon State Historic Preservation Office shall be deleted in its entirety and replaced with the attached revised Exhibit E – Historic Preservation dated April 23, 2020, which is attached to this Amendment and incorporated by this reference.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.

4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

[Signature Pages Follow]

SIGNATURE PAGE

SUBGRANTEE:

CLACKAMAS COUNTY

Authorized Signature: _____
Date: _____
By (print name): Gary Schmidt
Title: County Administrative Officer
Email: gschmidt@clackamas.us
TIN#: 93-6002286t here

OHCS:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

Margaret Salazar, Director or designee Date

Reviewed and Approved By: Andrea Bell, Director of Housing Stabilization 1/29/2021
Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Hannah P. Fenley via email 2/12/2021
Assistant Attorney General Date

2019-2021 MASTER GRANT AGREEMENT

Exhibit A, Definitions

February 1, 2021

Definitions

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Crisis assistance”	EAS-CRF	Means the bill payment assistance provided to low income households for crisis situations such as supply shortages or other situations as described in the energy assistance operations manual.

<p>“Culturally Specific Organization”</p>	<p>All Programs</p>	<p>Means an entity that provides services to a cultural community and the entity has the following characteristics:</p> <ul style="list-style-type: none"> (a) Majority of members and/or clients are from a particular community of color; (b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services; (c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served; (d) The entity has a track record of successful community engagement and involvement with the community being served; and (e) The community being served recognizes the entity as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.
<p>“Deferral”</p>	<p>BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP</p>	<p>Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.</p>
<p>“Department” or “OHCS”</p>	<p>All Programs</p>	<p>Means the Housing and Community Services Department for the state of Oregon.</p>
<p>“DHS”</p>	<p>HSP</p>	<p>Means the Department of Human Services for the state of Oregon.</p>
<p>“Disallowance of Costs”</p>	<p>All Programs</p>	<p>Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that:</p> <ul style="list-style-type: none"> a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
<p>“DOE”</p>	<p>BPA WAP, DOE WAP, LIHEAP</p>	<p>Means the Federal Department of Energy.</p>
<p>“Elderly Household”</p>	<p>ERA</p>	<p>Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.</p>
<p>“Eligible dependent child”</p>	<p>HSP</p>	<p>Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is</p>

		under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, OOTC2, SHAP, ESG-CV	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Express Enrollment”	EAS-CRF	Means if an applicant household includes one person enrolled in one of the specified programs and provides documentation of their current enrollment in said program, the household will be eligible for this energy assistance stability program.
“Extremely low income”	EHA, ERA, ESG, HTBA, LIRHF, OOTC2, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), ESG-CV, STARR	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez

		National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.
“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households, or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Home energy supplier”	EAS-CRF	Means any electric or natural gas utility.
“Homeless”	EHA, ERA, ESG, HSP, LIRHF, OOTC2, SHAP, ESG-CV, STARR	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, LIRHF, OOTC2, SHAP, ESG-CV	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, EAS-CRF, ESG-CV	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS approved implementation plan for the use of program funds with respect to applicable program elements.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-income household”	CSBG	Means a household with an annual household income at or less than 125% of the federal poverty guidelines. Effective March 27, 2020 – means a household with an annual household income at or less than 200% of the federal poverty guidelines.
“Low-income household”	EHA, ERA, ESG, HTBA, LIRHF, OOTC2, SHAP, ESG-CV	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 150% of the federal poverty guidelines and which household assets do not exceed \$2,500.

“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a household with income that is at or below 200% of the federal poverty level.
“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Low-income household”	C19-RENTAL RELIEF (CARES ACT); EAS-CRF, STARR	Means a household with income that is at or below 80% of area median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), EAS-CRF, ESG-CV, STARR	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), ESG-CV, STARR	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.

“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.
“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Safe Shelter”	CVSSP	Means any appropriate facility that has the primary use of providing temporary shelter to homeless households or specific populations in need of shelter, and the use of which does not require occupants to sign leases or occupancy agreements. Such as but not limited to: transitional housing, single room occupancy housing within a shared housing complex, and hotel and motel stays.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “subgrantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.

“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, LIRHF, C19-RENTAL RELIEF, ESG-CV	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT)	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic and floor insulation.

2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 20
Supporting Tenants Accessing Rental Relief (STARR)
Program

1. Description. The 2020 Third Special Session (HB 4401 and SB 5731), the Oregon Legislature provided state General Funds to operate the Supporting Tenants Accessing Rental Relief (STARR) Program to Oregon Housing and Community Services for the provision of rental assistance in response to the coronavirus (COVID-19) pandemic.

2. Scope of Work.

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:

1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.
2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.
3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.
4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

3. Program Specific Reporting.

A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall, and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may submit a written request for a reporting deadline extension when necessary. OHCS will provide a written response to that request declaring an approved or denied request.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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MASTER GRANT AGREEMENT 2019-2021

EXHIBIT E

HISTORIC PRESERVATION

1. Introduction

OHCS has entered into a Programmatic Agreement (“**Programmatic Agreement**”) with the United States Department of Energy (“**USDOE**”), Oregon State Historic Preservation Office (“**ORSHPO**”) and the Advisory Council on Historic Preservation (“**ACHP**”) regarding properties affected by use of federally funded state weatherization assistance.

OHCS has determined that the administration of these programs may have an affect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with ORSHPO pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F).

2. Stipulations

OHCS and Subgrantee agree that the programs will be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities for all individual undertakings of the weatherization assistance.

A. APPLICABILITY

Subgrantee shall ensure that the review process established by the Programmatic Agreement will be completed prior to weatherization measures being installed. Undertakings that involve properties greater than fifty (50) years old and are not listed in Section B- Exempt Activities, shall be submitted to the ORSHPO for review in accordance with this agreement.

B. EXEMPT ACTIVITIES - PROJECTS NOT REQUIRING REVIEW BY ORSHPO

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(1), the following undertakings have been determined to have no potential to cause effects on historic properties:

1. Projects affecting properties less than fifty (50) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance (36 CFR 60.4).
2. Exterior Work
 - a. Air sealing of the building shell, including caulking, weather-stripping, window glazing and in-kind glass replacement on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim, or prevent them from operating.
 - b. Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
 - c. The installation of dense pack wall insulation when the following conditions are met:
 - i. The installation is performed by a qualified contractor who follows the standards and guidelines that OHCS has implemented for dense pack insulation (dry installation) and must meet the maximum air permeance measured using BPI – 102 “Standard for Air Resistance of Thermal Insulation Used in Retrofit Cavity Applications”;
 1. Cellulose: density of installed insulation must be 3.5 pounds/ cu ft.
 2. Fiberglass: density of installed insulation must be 2.5 pounds/cu ft or meet manufacturer’s specifications. Material must meet ASTM C522, E283, or E2178.
 - ii. The building does not display construction methods, techniques, and/or materials that are uniquely susceptible to damage that could be caused by the introduction of wall insulation (e.g., the siding does not appear to be able to withstand removal and replacement; the siding is masonry or stucco; there appear to be unique historic wall assemblies);

- iii. Portions of the siding are carefully removed before blowing dense pack cellulose into the walls, and then replaced;
 - iv. The exterior wall surface is free from areas where water can leak into the wall cavity (caulking around window openings and other wall penetrations has occurred or is part of the project);
 - v. There are no untreated wood members in direct contact with the ground, and the distance from the ground to the sill plate is more than 6 inches to keep water from wicking up into the wall cavity;
 - vi. The potential for splash back from rain dripping from roofs is minimized with functioning gutters and/or other water diversion features;
 - vii. There are overhanging eaves, and/or other protection is in place to protect the wall surface from the elements (rain and wind);
 - viii. Post diagnostic testing (blower door tests) results must meet the ASHRAE 62.2-2016 Standard;
 - ix. Number of occupants and use is considered in evaluating expected interior moisture levels; and
 - x. Exhaust Fans are installed according to ASHRAE 62.2-2016 Standard.
- d. Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
 - e. Reflective roof coating in a manner that matches the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
 - f. Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
 - g. In-kind replacement or repair of primary windows, doors and door frames. In-kind is defined as an exact replacement of existing material type, design, dimensions, texture, detailing, finish and exterior appearances.
 - h. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.
 - i. Weatherization of mobile homes and trailers.

3. Interior Work:

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; no character defining interior features will be impacted, or no walls are leveled with furring or moved, will be automatically excluded from ORSHPO review. This work includes:

- a. Energy efficiency work within the building shell:
 - i. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations;
 - ii. Blown in wall insulation installed from the interior where no decorative plaster or character defining features are damaged;
 - iii. Plumbing work, including installation of water heaters;
 - iv. Electrical work, including improving lamp efficiency;
 - v. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.;
 - vi. Repair or replace water heaters;
 - vii. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps;
 - viii. Install insulation on water heater tanks and water heating pipes;
 - ix. Install solar water heating systems, provided the structure is not visible from the public right of way;

- x. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment;
- xi. Repair or replace electric motors and motor controls like variable speed drives;
- xii. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant-controlled dimming.

b. Work on heating and cooling systems:

- i. Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves;
- ii. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers;
- iii. Install insulation on ducts and heating pipes;
- iv. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers;
- v. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems;
- vi. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems.

c. Energy efficiency work affecting the electric base load of the property:

- i. Convert incandescent lighting to fluorescent;
- ii. Add reflectors, LED exit signs, efficient HID fixtures, and occupancy (motion) sensors;
- iii. Replace refrigerators and other appliances.

d. Health and safety measures

- i. Installing fire, smoke or carbon dioxide detectors / alarms;
- ii. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside;
- iii. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit.

C. OHCS/SUBGRANTEE/SUBRECIPIENT RESPONSIBILITIES

- 1. Subgrantee will, and will cause and require by contract that its Subrecipients, retain access to pre- and post-documentation of the weatherization work completed, including the scopes of work and photographs as part of its permanent project records.
- 2. OHCS will monitor every Subgrantee, and Subgrantee will monitor each of its Subrecipients, for compliance with the Programmatic Agreement according to established guidelines and Subgrantee hereby agrees, and will require that each of its Subrecipients agree:
 - a. to cooperate with such monitoring; and
 - b. to satisfy all applicable Section 106 requirements, including but not limited to the Secretary of Interior's Standards for Rehabilitation.

D. ORSHPO/ACHP RESPONSIBILITIES

- 1. ORSHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If ORSHPO does not provide comments within this time period, it may be assumed that ORSHPO accepts the documentation to meet the reporting requirements of this agreement.

2. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this Programmatic Agreement.

E. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the Subgrantee responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13. Subgrantee will require that any of its Subrecipients responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13.

F. REPORTING

Subgrantee will, and will cause and require by contract that its Subrecipients, report all projects that fall under this Programmatic Agreement in the OPUS database upon completion.

G. MONITORING

USDOE, ACHP, and ORSHPO may monitor any undertakings carried out pursuant to this Programmatic Agreement. The ACHP may review undertakings, if requested by USDOE. USDOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs.

H. DISPUTE RESOLUTION

1. Should ORSHPO object within the time frames outlined in this Programmatic Agreement to any project undertakings, the Subgrantee shall consult further with ORSHPO to attempt to remove the basis for the ORSHPO's objection. In the event that ORSHPO's objection is not withdrawn, then OHCS shall refer the matter to USDOE. OHCS shall forward all documentation relevant to USDOE, who will notify and consult with ACHP.
2. ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. USDOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.

I. TERMINATION

USDOE, ORSHPO, or OHCS may terminate the Programmatic Agreement, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

J. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event that the terms of the Programmatic Agreement cannot be carried out by the Subgrantee, no action will be taken or sanction of any action or any irreversible commitment by the Subgrantee that would result in an adverse effect to historic properties or would foreclose the ACHP's consideration of modifications or alternatives to the undertaking.

K. LIABILITY LIMITATIONS

In the event that the terms of the Programmatic Agreement are not carried out by the Subgrantee as indicated in Exhibit E, the Subgrantee hereby assumes all responsibility for the weatherization projects as indicated in the Programmatic Agreement or this Agreement.

L. THIRD PARTY BENEFICIARY

ORSHPO is expressly made a third-party beneficiary to the Subgrantee's obligations set forth in this Exhibit E and shall be entitled to enforce the terms thereof.

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March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #7 to an Intergovernmental Agreement with
The State of Oregon, Housing and Community Services Department to
Provide Grant Funding Up to A Not to Exceed Amount

Purpose/Outcomes	Approval of Amendment #7 which provides grant funding up to an amount Not to Exceed (NTE) \$31,747,027.
Dollar Amount and Fiscal Impact	New Not to Exceed amount of \$31,747,027. Increase of \$5,759,859.
Funding Source	State of Oregon, Housing and Community Services Department, Community Resources Division – via federal pass-through funds from CARES Act & State of Oregon, Emergency State General Funds.
Duration	Amendment is effective upon signature and has an eligible expenditure period of October 1, 2020 to June 30, 2021.
Previous Board Action	The original agreement was approved by the Board of County Commissioners on August 15, 2019. Amendment #1 approval, May 21, 2020. Amendment #2 approval, June 4, 2020. Amendment #3 approval, June 9, 2020, Amendment #4 approval, July 16, 2020, Amendment #5 approval by County Administrator on October 8, 2020. Amendment #6 approval by the Board on November 12, 2020.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved February 23, 2021 (AN).
Procurement Review	Was this item processed through Procurement? No, this is an amendment to an existing revenue agreement, not subject to Procurement approval.
Contact Person	Brenda Durbin, Director, Social Services Division (503) 655-8641
Contract No.	H3S# 9302, State# 5084

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #7 to an Intergovernmental Agreement (IGA) with the State of Oregon Housing and Community Services Department (OHCS).

Amendment #7 provides grant funding up to an amount Not to Exceed (NTE) \$31,747,027. Emergency Solutions Grant COVID 2 (ESG CV2) federal funds of \$191,255 and Out of the Cold Wave 2 (OOTC WV2) emergency State general funds of \$562,425 are included in the NTE. The amendment also adds corresponding program elements for the funds, and replaces definitions.

ESG CV2 and OOTC WV2 will be used to support the non-congregate motel sheltering program by serving the general population of unsheltered persons to avoid the increased risks of COVID transmission and spread inherent in a congregate shelter. Social Services will continue to work with community partners and contractors that have completed a competitive process for the non-congregate program.

The amendment was approved by County Counsel and Emergency Operations Command.

RECOMMENDATION:

Staff recommends the approval of Amendment #7, and that the County Administrative Officer, or designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services



**State of Oregon
Oregon Housing and Community Services Department
Master Grant Agreement
Amendment No. 7**

This is Amendment No. 7 (the “Amendment”) to the Master Grant Agreement No. 5085, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County**, (“Subgrantee”).

Recitals: OHCS received a \$10 million emergency state General Fund allocation in the October 23, 2020 meeting of the Emergency Board (Item No. 3) to support the provision of shelter and related services for homeless and displaced persons; and

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 provided additional federal funds for OHCS to grant to Emergency Solutions Grants (ESG) eligible entities to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate impacts of COVID-19.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows, effective upon signature by all parties and approval required by law and with a funding start date as of **October 1, 2020**: New language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:
 - a. Amend Section 3, entitled Consideration, as follows:
 3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$31,747,027.00** ~~[\$25,987,168.00]~~. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
 - b. Exhibit A – Definitions table only shall be deleted in its entirety and replaced with the attached revised Exhibit A – Definitions dated October 1, 2020, which is attached to this Amendment and incorporated by this reference.
 - c. Amend Exhibit A, entitled Program Elements, to add Program Element PE 18, Emergency Solutions Grant Program – COVID-19 (ESG-CV), which is attached to this Amendment 7 and incorporated by this reference.

- d. Amend Exhibit A, entitled Program Elements, to add Program Element PE 19, Out of the Cold – Wave 2 (OOTC2) Program, which is attached to this Amendment 7 and incorporated by this reference.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

[Signature Pages Follow]

SIGNATURE PAGE

SUBGRANTEE:

Clackamas County

Authorized Signature: _____

Date: _____

By (print name): Gary Schmidt

Title: County Administrative Officer

Email: gschmidt@clackamas.us

TIN#: 93-6002286

OHCS:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

_____ Margaret Salazar, Director or designee Date

Reviewed and Approved By: Andrea Bell, Director of Housing Stabilization 12/02/2020
Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Hannah P. Fenley via email 1/29/2021
Assistant Attorney General Date

2019-2021 MASTER GRANT AGREEMENT

Exhibit A, Definitions

October 1, 2020

Definitions

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Crisis assistance”	EAS-CRF	Means the bill payment assistance provided to low income households for crisis situations such as supply shortages or other situations as described in the energy assistance operations manual.

“Culturally Specific Organization”	All Programs	Means an entity that provides services to a cultural community and the entity has the following characteristics: (a) Majority of members and/or clients are from a particular community of color; (b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services; (c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served; (d) The entity has a track record of successful community engagement and involvement with the community being served; and (e) The community being served recognizes the entity as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.
“Deferral”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.
“Department” or “OHCS”	All Programs	Means the Housing and Community Services Department for the state of Oregon.
“DHS”	HSP	Means the Department of Human Services for the state of Oregon.
“Disallowance of Costs”	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
“DOE”	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
“Elderly Household”	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.
“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is

		under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, OOTC2, SHAP, ESG-CV	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Express Enrollment”	EAS-CRF	Means if an applicant household includes one person enrolled in one of the specified programs and provides documentation of their current enrollment in said program, the household will be eligible for this energy assistance stability program.
“Extremely low income”	EHA, ERA, ESG, HTBA, LIRHF, OOTC2, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.

“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households, or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Home energy supplier”	EAS-CRF	Means any electric or natural gas utility.
“Homeless”	EHA, ERA, ESG, HSP, LIRHF, OOTC2, SHAP, ESG-CV	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, LIRHF, OOTC2, SHAP, ESG-CV	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, EAS-CRF, ESG-CV	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS approved implementation plan for the use of program funds with respect to applicable program elements.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-income household”	CSBG	Means a household with an annual household income at or less than 125% of the federal poverty guidelines. Effective March 27, 2020 – means a household with an annual household income at or less than 200% of the federal poverty guidelines.
“Low-income household”	EHA, ERA, ESG, HTBA, LIRHF, OOTC2, SHAP, ESG-CV	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 150% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a household with income that is at or below 200% of the federal poverty level.

“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Low-income household”	C19-RENTAL RELIEF (CARES ACT); EAS-CRF	Means a household with income that is at or below 80% of area median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), EAS-CRF, ESG-CV	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, LIRHF, OOTC2, SHAP, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually

		by HHS to determine financial eligibility for the program.
“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Safe Shelter”	CVSSP	Means any appropriate facility that has the primary use of providing temporary shelter to homeless households or specific populations in need of shelter, and the use of which does not require occupants to sign leases or occupancy agreements. Such as but not limited to: transitional housing, single room occupancy housing within a shared housing complex, and hotel and motel stays.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “subgrantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, LIRHF, C19-RENTAL RELIEF, ESG-CV	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.

"Veteran"	EHA, C19-RENTAL RELIEF, C19-RENTAL RELIEF (CARES ACT)	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
"Weatherization services"	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WAP	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal improvements such as wall, attic and floor insulation.

2019-2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 18
Emergency Solutions Grant Program – COVID-19 (ESG-CV)

1. Description. The Emergency Solutions Grant Program - Coronavirus (ESG-CV) provides federal funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, to support local programs to assist very low-income individuals and families who have been affected by the COVID-19 pandemic, either through illness or from lost or reduced income. Households may be homeless, at risk of homelessness, or experiencing an economic crisis which could lead to homelessness in the future. ESG-CV funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Scope of Work.

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local Implementation Report as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an applicant evaluation to determine eligibility for program services in alignment with OHCS and HUD requirements.
- 3) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- 4) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's Implementation Report.
- 5) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

3. Program Specific Reporting.

A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
 - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved Implementation Report.

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2019-2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element 19
Out of the Cold -Wave 2 (OOTC2)

1) Description. The Out of The Cold - Wave 2 (OOTC2) state general funds were allocated in the October 23, 2020 meeting of the Emergency Board (Item No. 3) to help meet the emergency sheltering needs of homeless Oregonians by providing operation and service support for emergency shelters and the supportive services directly related to them. OOTC2 funds are available for six program service components: street outreach; emergency and transitional shelter operations; shelter resident support services; acquisition, rehabilitation or conversion of a shelter facility; data collection; and administration.

2) Scope of Work.

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients, comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local work plan as approved by OHCS and supplemented herein, together with applicable program requirements including ORS 458.505 to 458.545. The approved work plan is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit, the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to, administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this Agreement.
- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 3) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's work plan.
- 4) Administer the program in coordination and partnership with a Culturally Specific Organization as defined in Exhibit A, Definitions.

3) Program Specific Reporting.

A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to, submit to the satisfaction of OHCS all reports as required in this Agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Jan 20, 2021, Apr 20, 2021, Jul 20, 2021).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4) Performance Measures.

Subgrantee shall, and shall cause and require its subrecipients by contract to, administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program.



March 25, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approve Trail Easement Agreement Granted by Pedcor Investments to North Clackamas Parks and Recreation to provide for a Portion of the Future Phillips Creek Trail

Purpose/Outcome	Approval by the Board of County Commissioners (BCC) acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) to accept an easement for the purposes of developing a portion (Section H) of the future Phillips Creek Trail—a trail outlined in the Phillips Creek Greenway Framework Plan which is part of the Clackamas Regional Center Area Plan.
Dollar Amount and Fiscal Impact	No fiscal impact at this time. The trail will be developed in the future after additional properties are acquired to allow for a continuous trail.
Funding Source	No cost for easement
Duration	Easement is in perpetuity
Previous Board Action/Review	Presented at Issues on 2/2/2021
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide public spaces to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing opportunity for a future trail for pedestrians and cyclists. • Promote <i>Carbon Neutrality</i> by providing a trail and connectivity by building near existing trails (I-205 Trail) and adjacent to right-of ways to provide access to alternative transportation.
Counsel Review	1/19/2021 by Jeff Munns
Procurement Review	The item is a conveyance of property rights; it is not subject to Procurement review.
Contact Person	Kathryn Krygier, Project Manager 503-867-2820
Contract No.	NA

BACKGROUND:

In 1999 Clackamas County adopted the Phillips Creek Trail plan into its Comprehensive Plan. The plan outlined a general alignment from the I-205 Bike Path on the north at SE Otty Road,

past the Clackamas Town Center, to the confluence of Phillips Creek and Mt. Scott Creek which is near the 3-Creeks Natural Area.

In 2016, Pedcor Investments, a housing developer, submitted an application for a 112 unit affordable housing development on property that coincided with a northern portion of the proposed Phillips Creek Trail alignment. NCPRD requested an easement as part of the developers land use permit for the purpose of developing a portion of the trail. Clackamas County Planning and Zoning Division then made the easement a Condition of Approval of the developer's land use permit. The conveyance of the easement will carry out the Condition of Approval.

The trail easement is approximately 20 feet wide x 612 feet long. It begins at SE Otty Road near the I-205 trail and runs south along the length of the property. At this time there is not a southern connection to public land or right-of-way. It is expected that future development or acquisition of additional property will provide connectivity to public land or right-of-way at which time a trail will be developed.

The easement overlays an existing waterline easement which benefits Clackamas Water River (CRW). CRW Board approved the easement at their January 14, 2021 Board Meeting.

RECOMMENDATION: Staff recommends the Board of County Commissioners (BCC) acting as the Board of Directors of the North Clackamas Parks and Recreation District (NCPRD) approve conveyance of the Trail Easement Agreement.

ATTACHMENT:

1. Trail Easement Agreement

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

AFTER RECORDING RETURN TO:

North Clackamas Parks and Recreation District
150 Beavercreek Rd. Oregon City, OR 97045
Attn: Kandi Ho, Acting Director

TRAIL EASEMENT AGREEMENT

THIS TRAILS EASEMENT AGREEMENT (the “Agreement”) is made effective this ___ day of March, 2021 (the “Effective Date”), by and between Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership (“Pedcor” or “Grantor”), the North Clackamas Parks and Recreation District (“NCPRD” or “Grantee”) and the Clackamas River Water, a municipal corporation of the State of Oregon (“CRW”).

WITNESETH

WHEREAS, Grantor is the record owner of certain property located at 8810 SE Otty Rd., Clackamas, OR 97086, as further described on the attached Exhibit A, (hereinafter the “Grantor Property” or “Servient Estate”);

WHEREAS, Grantor has, or intends, to develop the Grantor Property into a residential multifamily apartment community, more commonly known as “Rosewood Station Apartments”;

WHEREAS, pursuant to that certain Easement Agreement, dated as of May 2, 1972, Elsie Lowen Flagg, as the prior owner of the Grantor Property, granted in favor of the Clackamas Water District, n/k/a Clackamas River Water, a municipal corporation of the State of Oregon (“CRW”) certain easement rights within Grantor’s Property (the “CRW Easement”), as more fully described within such CRW Easement;

WHEREAS, subject to Section 2 “Conditions of Approval”, of that certain Notice of Land Use Decision, decision date October 20, 2016, with Case File No.: November 1, 2016 (the “Land Use Decision”), the Engineering Division Conditions require Grantor to grant a minimum 20-ft wide public easement in favor of the North Clackamas Parks and Recreation District (“NCPRD”), for the development of the Phillips Creek Trail, along the entire west property line of the Grantor Property (the “Trail Easement”);

WHEREAS, all or a portion of the proposed Trail Easement will exist within the already established CRW Easement;

WHEREAS, Grantor desires grant, Grantee desires to accept and CRW desires to consent to the establishment of certain rights to locate, access and maintain the Trail Easement over a portion of the Grantor Property as further detailed herein and to otherwise establish other rights and obligations of the parties as provided herein.

AGREEMENT

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon by the parties as follows:

1. **Grant.** Grantor, as owner of the Grantor Property, hereby grants and conveys to Grantee, a permanent easement over, under and across that portion of the Grantor Property as further described within **Exhibit B** (the "Trail Easement Area"), and depicted within **Exhibit C**, and constructed in substantially similar form as depicted in **Exhibit D**, each being attached hereto and incorporated herein by reference.
2. **Purpose.** This Trail Easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining the Phillips Creek Trail (the "Trail"), as a recreational trail open to the public for non-motorized travel. Grantee, its agents, contractors and the public shall have the right to enter upon the Trail Easement Area for such purposes. Grantee, its agents or contractors will not cause any unnecessary damage or commit any waste upon the above-described Trail Easement Area. Notwithstanding the rights granted to Grantee, its agents and contractors and the public within this Section 2, CRW shall retain all of its right, title and interest in that portion of the Grantor Property as detailed within the CRW Easement. Nothing herein shall be construed to limit and/or restrict CRW's rights as granted within the CRW Easement.
3. **Grantor's Retained Rights.** Except for the rights of use granted in above Paragraph 2 and/or within the CRW Easement, Grantor reserves all other rights of ownership of the Trail Easement Area, provided that Grantor's exercise of such rights does not prohibit Grantee's and/or CRW's authorized use as described above in Paragraph 2 and/or as described within the CRW Easement.
4. **Subordination.** The Trail Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Grantor Property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Trail Easement or the Trail Easement Area.
5. **Additional Terms and Conditions of the Trail Easement.** The Trail Easement shall be subject to the following terms and conditions:
 - a. Grantee shall be responsible for any costs incurred to construct, install, reconstruct, repair, operate and maintain the Trail and all impacted surrounding areas, if any;
 - b. Once Grantee constructs the Trail it shall be responsible for NCPRD and Clackamas County ordinances related to the appropriate use of the Trail including removal of unauthorized users.
 - c. This grant of easement shall be considered to give Grantee exclusive rights to the real property described herein, subject to existing exceptions of record;
 - d. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee releases Grantor and all of Grantor's officers, directors, shareholders and employees of Grantor from, and covenants and agrees that neither Grantor nor any officers, directors shareholders or employees of Grantor shall be liable for, and Grantee agrees to indemnify and hold Grantor and all officers, directors,

shareholders and employees of Grantor harmless against, any and all claims, actions, proceedings, damages, liabilities, costs and expenses incurred, excluding all attorney's fees arising in connection with each such claim, action of proceeding from or in connection with: (i) the conduct, operation or management of the Trail or of any business therein, or any work or thing whatsoever done, or any condition created therein or therein; (ii) any act, omission, or negligence of Grantee or any of its licensee or its or their partners, directors, officers, agents, employees, invitees or contractors; and (iii) any incident, injury damage whatever occurring in, at or upon the Trail Easement except that caused by any action(s) of omissions on the part of the Grantor, its officers, directors, shareholders or employees.

6. **Duration.** This Easement Agreement shall be perpetual in duration unless terminated by mutual written agreement of the parties. Grantor expressly intends this Trail Easement to run with the land and that this Trail Easement shall be binding upon Grantor's successors and assigns.
7. **Fees.** Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Trails Easement Area, or against any of Grantor's real property as a result of the Trail Easement granted herein.
8. **Consent by CRW.** Pursuant to that certain CRW Easement (insert recording #), CRW has certain rights to a portion of the Grantor Property for the purpose of installing, maintaining, controlling, operating, locating, relocating, and removing pipe line or lines and installations and facilities, including fire attachments, for the transmission of water pertaining to grantee's operation, as more fully described within such CRW Easement. Subject to the terms and conditions of said CRW Easement, Grantor, its heirs and assigns, shall have the right to reasonably use and enjoy the portion of the Grantor Property encumbered by the CRW Easement, for all purposes which do not interfere or are not inconsistent with the use by the grantee for the purpose stated within the CRW Easement. CRW hereby consents to the grant of the Trail Easement by Grantor and further consents that in the event CRW, its agents or employees, shall negligently cause damage to the property of Grantor and/or improvements installed by NCPRD, as permitted pursuant to this Agreement, CRW will pay a reasonable sum for the damage done. CRW's consent to the Trail Easement shall be conditioned upon the following terms and conditions:
 - a. Ninety (90) days prior to the commencement of construction within the Trail Easement, NCPRD shall provide Grantor and CRW plans and specifications detailing the work to be completed within the Trail Easement. Upon receipt, CRW and Grantor shall have a period of not less than thirty (30) days in which to review and approve such plans and specs, with such approval not to be unreasonably withheld. In the event either party shall fail to provide comments and/or approval within such 30-day period, such party shall be deemed to have approved the plans and specs as presented;
 - b. Installation of improvements within the Trail Easement shall not include trees or large shrubs, and the placement of all landscaping (to include "type" of such vegetation, if any), shall be included within the plans and specs provided to Grantor and CRW for review;

- c. To the extent CRW performs any maintenance and/or repairs to the waterline within the CRW Easement, and such work will be reasonably foreseeable to cause any modification to, interruption in use of, or damage to the NCPRD trail, trail-bed, landscaping or signs CRW shall provide NCPRD with fourteen (14) days prior notice of such work. CRW shall only be required to restore the surface of the property to the condition in which such property existed, including any landscaping, prior to the construction of the Trail. CRW shall not be responsible for replacing trees/shrubbery, signs and/or hard surfaces which were installed subsequent to the establishment of the Trail Easement, which may result due to maintenance or replacement of the CRW waterline;
- d. In the event NCPRD and/or Grantor shall negligently cause damage to the improvements installed by CRW, as permitted pursuant to this Agreement or the CRW Easement, NCPRD and/or Grantor, as the case may be, will pay a reasonable sum to CRW for the damage done.
- e. NCPRD hereby acknowledges and agrees not to utilize any Portland cement concrete pathways within the Trail Easement; and
- f. NCPRD shall use all reasonable efforts to minimize the size, location and number of signs to be located within the Trail Easement existing on Grantor Property.

9. Modification. No amendment to or modification of this Agreement shall be valid unless the same is in writing, signed by the parties or by such successors of the parties who are at that time bound by the terms hereof.

10. Notices. All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Grantor: Pedcor Investments-2016-CLV, Limited Partnership
One Pedcor Square
770 3rd Avenue S.W.
Carmel, IN 46032
Attention: Thomas G. Crowe

To Grantee: North Clackamas Parks and Recreation District
150 Beavercreek Rd.
Oregon City, OR 97045
Attn: Kandi Ho, Acting Director
503-794-8001
Email: KandiH@ncprd.com

Copy to: Clackamas River Water
16770 SE 82nd Drive
Clackamas, OR 97015
Attn: Joe Eskew
503-723-2565
jeskew@crwater.com

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone, fax numbers, and email addresses are for information only.

11. **Recording.** Grantee shall have the right, at Grantee's expense, to record a fully executed original of this Agreement in the Official Records of Clackamas County, Oregon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the dates written below, effective on the date this Easement Agreement has been fully executed (the "Effective Date").

GRANTOR:

PEDCOR INVESTMENTS-2016-CLV, LIMITED PARTNERSHIP
an Oregon limited partnership

By: Rosewood Station Housing Company, LLC
an Indiana limited liability company
its General Partner

By: Pedcor Investments, A Limited Liability Company
a Wyoming limited liability company
Its Manager

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Crowe, Executive Vice President of Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company, which is the Manager of Rosewood Station Housing Company, LLC, an Indiana limited liability company, which is the General Partner of Pedcor Investments-2016-CLV, Limited Partnership, an Oregon limited partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of Pedcor Investments-2016-CLV, Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Indiana, as of this ___ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

GRANTEE:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By: _____

STATE OF OREGON)
) SS:
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for said County and State, personally appeared _____, being the _____ of the North Clackamas Parks and Recreation District, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the North Clackamas Parks and Recreation District.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this ____ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

ACKNOWLEDGED & AGREED TO BY:

CLACKAMAS RIVER WATER
a municipal corporation of the State of Oregon

By: _____

STATE OF OREGON)
) SS:
COUNTY OF CLACKAMAS)

Before me, a Notary Public in and for said County and State, personally appeared _____, being the _____ of the Clackamas River Water, a municipal corporation of the State of Oregon, who, after having been duly sworn, acknowledged the execution of the foregoing Trail Easement Agreement for and on behalf of the Clackamas River Water.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal in said County, State of Oregon, as of this ___ day of _____, 2021.

My Commission Expires:

Notary Signature:

County of Residence:

Notary Name Printed:

Exhibit A
Grantor Property Legal Description

Exhibit B
Easement Area Legal Description

Exhibit C
Easement Area Depiction

Exhibit D
Typical Asphaltic Concrete Trail Section

EXHIBIT A**[DESCRIPTION OF THE LAND]**

A TRACT OF LAND LOCATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS PARCEL 2, IN DEED DOCUMENT NO. 2016-089350, CLACKAMAS COUNTY DEED RECORDS, THENCE ALONG THE WESTERLY LINE OF SAID DEED DOCUMENT, NORTH 01°02'02" WEST, 640.18 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SE OTTY ROAD, BEING 20.00 FEET FROM THE CENTERLINE THEREOF; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 89°02'10" EAST, 83.97 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE, BEING A POINT OF INTERSECTION WITH THAT RIGHT OF WAY DEDICATION RECORDED AS DEED DOCUMENT NO. 72-12686, CLACKAMAS COUNTY DEED RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID DEDICATION DEED AND THE SOUTHERLY LINE OF THAT DEDICATION RECORDED AS DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS, SOUTH 80°48'03" EAST, 220.30 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 205, AS DEDICATED IN DEED DOCUMENT NO. 71-30200, CLACKAMAS COUNTY DEED RECORDS AND A POINT OF NON-TANGENT SPIRAL CURVATURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A 115.00 FOOT OFFSET OF A 400 FOOT SPIRAL CURVE, THE CHORD OF WHICH BEARS SOUTH 13°27'25" EAST, 255.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 13°43'36" EAST, 372.73 FEET TO THE SOUTHERLY LINE OF SAID DEED DOCUMENT NO. 2016-089350; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 437.86 FEET TO THE POINT OF BEGINNING.

A-1

EXHIBIT B

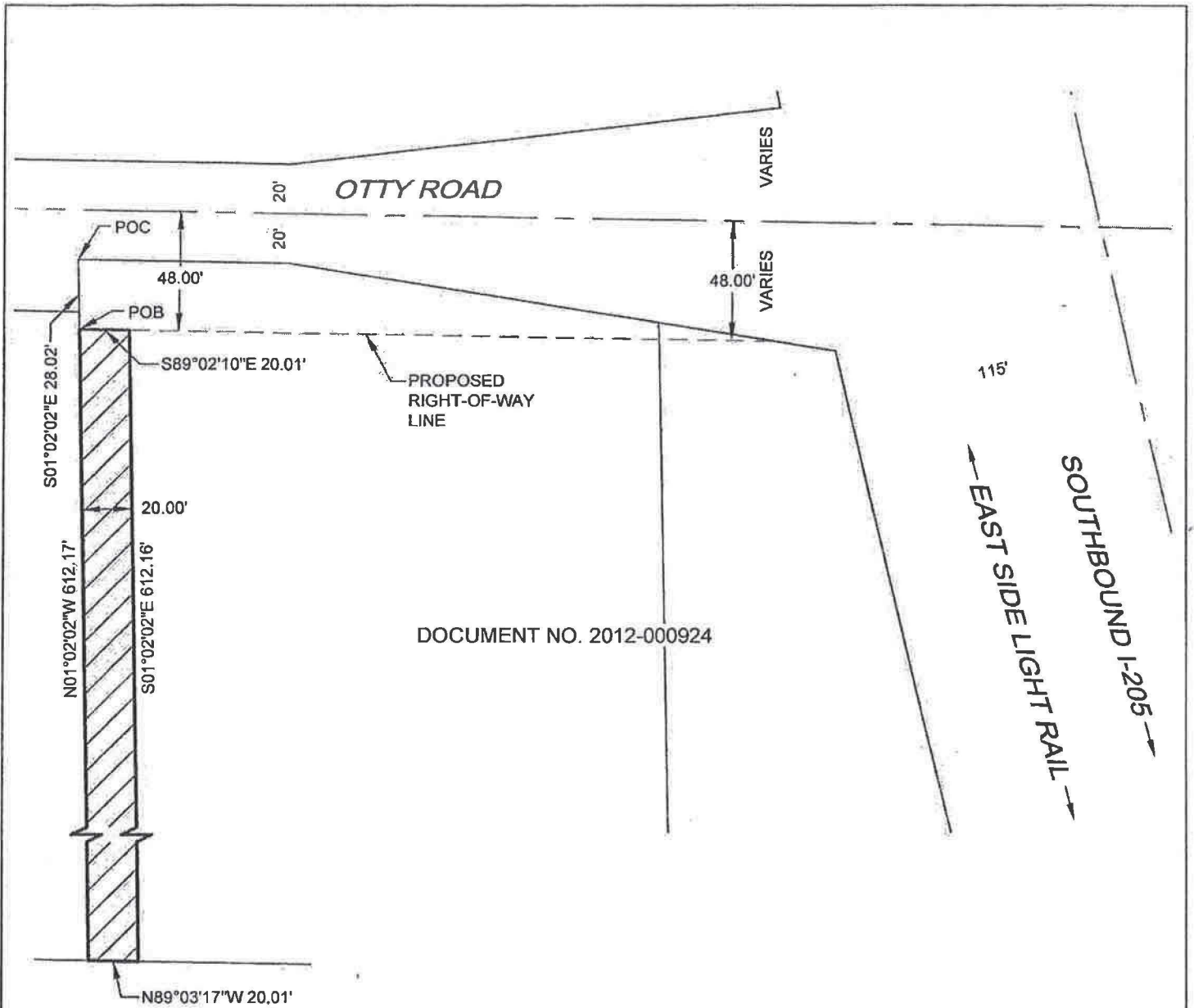
LEGAL DESCRIPTION

A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2012-000924, CLACKAMAS COUNTY DEED RECORDS, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

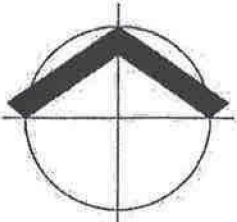
COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF SAID TRACT OF LAND AND THE SOUTHERLY RIGHT OF WAY LINE OF OTTY ROAD (40.00 FEET WIDE), SAID POINT BEING 20.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID OTTY ROAD; THENCE ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, SOUTH 01°02'02" EAST, 28.02 FEET TO THE **POINT OF BEGINNING**; THENCE 48.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 89°02'10" EAST, 20.01 FEET; THENCE 20.00 FEET EASTERLY OF AND PARALLEL WITH SAID WESTERLY LINE, SOUTH 01°02'02" EAST, 612.16 FEET TO THE SOUTHERLY LINE OF SAID TRACT OF LAND; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°03'17" WEST, 20.01 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE, NORTH 01°02'02" WEST, 612.17 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 12,243 SQUARE FEET OR 0.281 ACRES, MORE OR LESS.

EXHIBIT C




DOCUMENT NO. 2012-000924



SCALE: 1"=60'



LEGEND:

 AREA OF PARKS AND RECREATION DEPARTMENT EASEMENT
12,243 SQUARE FEET OR
0.281 ACRES, MORE OR LESS

POC=POINT OF COMMENCEMENT
POB=POINT OF BEGINNING

SEE ATTACHED LEGAL DESCRIPTION

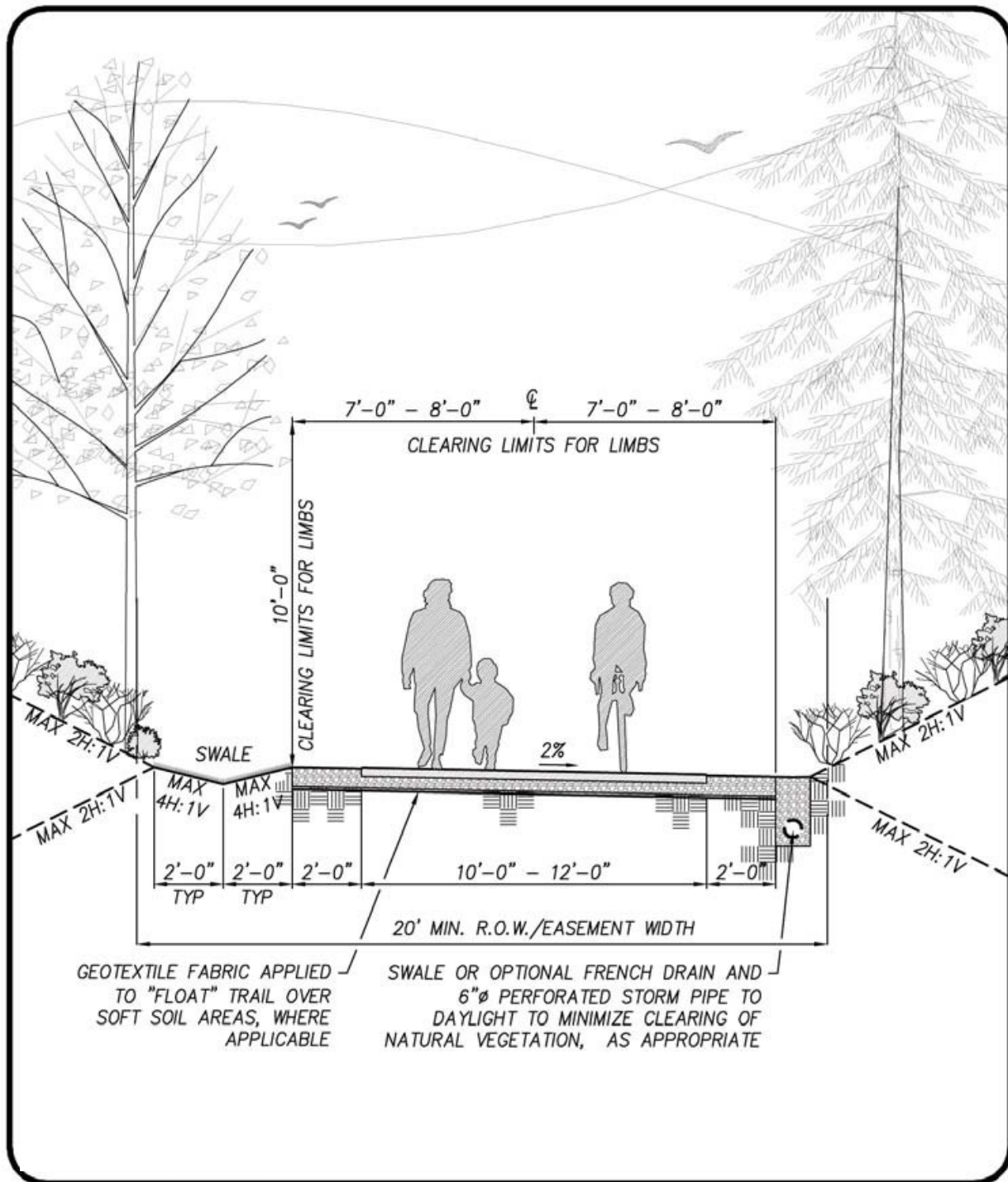


6720 SW MACADAM AVE, SUITE 200
PORTLAND, OR 97219
TEL: (503) 419-2500 FAX: (503) 419-2600
www.cardno.com

EXHIBIT "B"
PARKS AND RECREATION
DEPARTMENT EASEMENT

SW 1/4 OF S28, T1S, R2E, WILLAMETTE MERIDIAN
CLACKAMAS COUNTY, OREGON

PROJECT NO. 21511060
DATE: 8/24/2017
BY: TLB
SCALE: 1"=60'
PAGE NO. 2 OF 2



Typical Asphaltic Concrete Trail Section



March 23, 2021

County Administrator
Clackamas County

County Administrator Schmidt:

Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Approval of Memorandum of Agreement between Clackamas County and Clackamas Mall
L.L.C. for emergency/disaster related use of facility

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Clackamas Mall L.L.C. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
Dollar Amount and Fiscal Impact	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
Funding Source	None
Duration	Until terminated by either party.
Previous Board Action	The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Coordination and Integration of Planning and Preparedness2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel on 3/22/2021 JM
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

This agreement allows the County to use Clackamas Mall L.L.C. facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Clackamas Mall L.L.C. to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

RECOMMENDATION:

Staff respectfully recommends County Administrator approval of the Memorandum of Understanding between Clackamas County and Clackamas Mall L.L.C.

Respectfully submitted,

Nancy Bush, Director

**VACCINATION SITE
AGREEMENT**

This Vaccination Site Agreement ("Agreement") is made as of this day, 15 day of March, 2021, ("Effective Date") by and between Clackamas Mall L.L.C ("Property Owner" or "PO") and Health, Housing & Human Services Clackamas County ("Organizer").

WHEREAS, the Property Owner owns the Shopping Center ("Shopping Center") listed on Exhibit A;

WHEREAS, Organizer seeks to conduct a vaccination event ("Event") in a portion of the parking lot and/or in a dedicated space in the Shopping Center as more particularly described on Exhibit A and E.

WHEREAS, the provision of a facility for the Event shall be made available to Organizer by PO for Organizer to conduct its Event, all as further provided below and in Exhibit A.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM AND FEE. The "Term" of this Agreement shall begin on the Effective Date and shall terminate on September 15, 2021. The Event shall be conducted during the "Event Term" specified on Exhibit A. In consideration for the rights granted by PO under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.
2. EVENT. During the Event Term, Organizer shall conduct the Event described on Exhibit A in a portion of the parking lot and/or in a dedicated space ("Premises") of the Shopping Center, as describe in Exhibit A and depicted on Exhibit E hereof, and perform certain services ("Organizer's Obligations & Services"), each as more particularly described on Exhibit A. Activities conducted, materials provided or given to guests, and/or the exhibition of any displays, sets, signs, promotional campaigns, giveaways, decorations, materials, advertising collateral and/or equipment of Organizer brought on Property shall be collectively referred to herein as the "Event Elements". Permissible Event Elements shall be listed on Exhibit A. If on-property storage of Event Elements is approved in writing by PO, the Premises is deemed to include the areas in which the Event Elements are stored.
3. ORGANIZER'S OBLIGATIONS.
 - A. Event Elements. By the ("Delivery Date(s)") specified on Exhibit A, Organizer agrees to deliver to PO all Event Elements specified on Exhibit A, which may include without limitation artwork, approved equipment, advertising collateral, displays, signs, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for PO to approve the Event pursuant to this Agreement.
 - B. Permits. Organizer and/or its Contractors, as defined in Section 6, shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer, and/or its Contractors, will notify PO immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to PO prior to commencement of the Event and the provision of such permits or

licenses to PO is a condition precedent to any access to the Premises.

- C. Insurance. Organizer and its Contractors, as defined below, shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to PO a certificate of insurance described therein prior to commencement of the Event.
- D. Event Set-up and Operation. Organizer shall have the sole responsibility of conducting the Event which may include the erection and installation of Event Elements authorized by PO. Organizer shall install/deinstall the Event Elements and promptly repair, at its sole cost and expense, any damage to the Shopping Center caused by Organizer, its contractors, exhibitors, participants, or third parties on Property at the request or invitation of Organizer. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center. Absent PO's prior written consent, alterations to the Premises are prohibited.
- E. Removal of Event Elements/Event Conclusion. Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up the Premises in good order, repair, and condition to PO. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, PO shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, PO shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against PO for such removal, storage and/or disposal. Prior to surrendering the Premises, Organizer shall: i) cause any interior portions of the Premises to be disinfected and fogged with ionized hydrogen peroxide (or other disinfectant acceptable to PO) in accordance with applicable law by a reputable decontamination service reasonably acceptable to PO (collectively, the "Decontamination"); and, ii) Organizer shall deliver a certification reasonably acceptable to PO to verify that the Decontamination was completed.
- F. Compliance With Law. Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements including, but not limited to, compliance with regulations governing storage and distribution of medicine or vaccines, confidentiality (including but not limited to HIPPA and the CCPA), data privacy, collecting personally identifiable information, securing such data, and using such data as communicated in Organizer's applicable privacy policies. Organizer is solely responsible to produce and publish marketing collateral in compliance with all regulations and to accurately respond to all questions from the public or government agencies concerning its program.
- G. Acknowledgement. Organizer acknowledges and agrees that PO's ability to provide services and access to the Premises are contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement. Organizer agrees to prepare and circulate accurate Privacy Policy and Terms of Use, to the extent required by federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements. Organizer acknowledges that the Premises are being provided to it on an "as-is" basis, and Organizer takes and occupies the Premises without reliance upon any representation by PO or any of its officers, employees, managers, agents or representatives, or any other person, concerning the Premises, its fitness for Organizer's intended use or any other particular purpose of use, or any other promise, representation or

inducement not expressly set forth in this Agreement. Organizer acknowledges, for purposes of the PREP Act, PO is providing the Premises solely as a "Program Planner".

- H. **Red Bag Provision.** Organizer and its Contractors shall at all times during the Term perform and comply with all laws, rules, ordinances, orders and regulations now or hereafter promulgated by all applicable governmental agencies and authorities regarding the proper storage, handling and disposal of waste collected in connection with patient/customer care that is or may be contaminated with an infectious agent, including, without limitation, all needles, syringes, blood bags, bandages, and vials ("Red Bag Waste"). Organizer shall be responsible for the lawful disposal of all Red Bag Waste, and no Red Bag Waste shall be disposed of at the Shopping Center. Organizer acknowledges and agrees that the license of the Premises to Organizer shall in no way impose any obligation on PO to comply with HIPAA or similar regulations with respect to Organizer's patients and customers using Organizer's facilities at the Shopping Center. Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, where applicable, Organizer shall and does hereby indemnify and agree to save and hold harmless the Indemnified Parties (as defined below) against and from any and all loss, liability, claims, damages, costs and expenses of suits, interest, fines and penalties, which PO may suffer or incur, arising out of Organizer's failure to comply with any of such laws, rules, orders, ordinances or regulations of any type whatsoever and from failure to keep the Premises in a safe condition or to use the same in accordance with law.
- I. **Traffic Flow.** Egress and ingress of vehicles to the Event location is subject to direction from local police department or government authority. Organizer shall be solely responsible for managing traffic flows, vehicle queues and shall comply at all times with PO, police, or government requirements with respect to the flow of traffic, installation of signage and directional signage, if any. PO reserves the right to limit the flow of traffic to the Shopping Center and the Event location in PO's sole discretion and Organizer shall have no recourse against PO for its exercise of rights under this paragraph.
- J. **Anti-Bribery.** In relation to the transactions under this Agreement, Organizer confirms that it has not and will not accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.
- K. **Reporting Hotline.** A Reporting Hotline is maintained for PO's employees, vendors, partners and various other interested parties to anonymously report any concerns or raise any issues free of discrimination, retaliation or harassment pertaining to (i) accounting, auditing or other financial reporting irregularities, (ii) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or (iii) violations of applicable law. The Ethics Hotline may be accessed by telephone (toll free) at 800.665.0831 or by internet by submitting an anonymous report online at www.reportlineweb.com/Brookfield, the purpose of the hotline is to investigate reports for compliance with applicable laws or as otherwise deemed necessary.

4. **PO'S OBLIGATIONS.** PO shall review and approve in writing, in its sole discretion, all Event Elements. PO reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in this Agreement and PO's approval of the Event, PO shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor may be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by PO and as needed to perform Organizer's obligations under this Agreement. PO shall also provide certain services ("PO Obligations & Services") to Organizer as described in Exhibit A.

5. CONTRACTORS. Organizer shall be responsible to procure any and all volunteers, staff , and contractors (collectively, "Contractors") necessary for the Event and shall be solely responsible and liable for any such Contractors as though performing the services itself. Organizer shall supply PO with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by PO in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that PO shall not approve of, or permit, any such Contractor to enter the Premises, until PO has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B. If Organizer's insurance covers a Contractor, the Organizer's certificate must include an explicit endorsement stating that such Contractors' are insured under the Organizer's policy; and, (ii) an original of Exhibit C or D signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in PO's sole and absolute discretion.

6. INTELLECTUAL PROPERTY RIGHTS.

- a. Each party owns and shall retain all right, title and interest in and to its trademarks/service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of PO, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of PO's name or the name of any affiliate of PO, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- b. PO may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. PO shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.

7. REPRESENTATIONS AND WARRANTIES.

- a. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder and it shall not make any alterations to the Premises without the prior written approval of PO; (iv) it shall not interrupt or interfere with the operation of any other Shopping Center lessees' business; and, (v) Organizer represents and warrants that the production, circulation, display, and management of any materials, offers, promotions, user-generated content campaigns, advertising promotions, or influencer or endorsement campaigns (collectively, "Promotional Elements") created or managed by Organizer for use either on or off the Premises shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements, accurately describe Organizer's initiative, and will not violate the trademark rights, copyrights, the right of privacy or publicity and will comply with industry standards concerning endorsement disclosure, if applicable.
- b. PO represents and warrants that it has the full right and legal authority to enter into and fully perform this

Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with PO's full performance hereof.

- c. The parties hereby acknowledge that Organizer acquires no rights as a tenant of the Premises and that no landlord-tenant relationship is created hereby.

8. INDEMNIFICATION.

- a. To the extent permitted by law, Organizer shall indemnify, hold harmless, defend and reimburse PO including their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by the Organizer Parties; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims may include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are involved with or participating in the Event; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are involved with or participating in the Event (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- b. PO shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise directly and solely out of: (i) PO's breach of any of its representations, warranties or obligations under this Agreement; or (ii) PO's gross negligence or intentional misconduct of PO, its affiliates, subcontractors, employees and agents.
- c. This Section 8 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 8 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

9. LIMITATION ON LIABILITY. To the extent permitted by law, Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is directly and solely caused by the gross negligence of PO. PO shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by PO during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 9, Organizer waives any claim against PO for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by PO that the security procedures used by PO, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT PO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF PO FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, ONE THOUSAND DOLLARS.

10. RELOCATION; REMOVAL. PO has the right in its sole discretion to relocate the Premises for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation PO shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at PO's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by PO. During the Event Term, PO has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason.

11. TERMINATION; FAILURE TO PERFORM.

- a. Termination for Cause. Unless cured within five (5) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, et seq. or similar law, as such may be amended from time to time. Any such notice of termination shall specify the alleged breach or cause in reasonable detail.
- b. Termination without Cause. PO may terminate this Agreement immediately upon notice to Organizer at such time as PO may elect without cause.

12. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- b. Assignment. This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of PO. PO may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of PO under this Agreement.
- c. Notices. All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions

of this Section 12C shall survive termination of this Agreement.

- d. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, each party shall be solely responsible for their own attorney fees and costs..
- e. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- f. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- g. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- h. **Force Majeure.** In no event shall PO be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; any public health crisis; disease outbreak; acts of God; interruptions, loss or malfunctions of utilities; damage to property; or the acts, regulations or laws of any government it being understood that PO shall use reasonable efforts to resume performance as soon as practicable under the circumstances. Notwithstanding the foregoing, this clause shall not excuse any contractual obligation to pay.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

Organizer:

CLACKAMAS MALL L.L.C., a Delaware limited liability company

By: *Gary Schmidt*

By: _____
Authorized Signatory

Name: Gary Schmidt, County Administrator

Title: County Administrator

Exhibit A

1. Event Details

- Property - shopping center: Clackamas Town Center
- Event dates, time, and end date: starting 3/26/21 until end of term.
- Contact at Shopping Center – Dennis Curtis – Dennis.Curtis@brookfieldpropertiesretail.com
- Premises – Nora #1 Parking Garage and space L203 and as identified on the map included as Exhibit E
- Contractors: (including volunteers) allowed only if approved by PO and appropriate documentation provided: Clackamas Fire District #1 will be vaccinating patients; non-profit organizations may conduct administration services on property only if approved by PO in writing, email accepted, and appropriate documentation provided.
- Event Description: vaccination event.

2. Event Fee (includes Sales Tax): \$0

3. Event Elements Delivery Dates: 3/25/21

4. Event Elements: equipment for the Event

5. Services

PO's Obligations & Services include:

solely the use of Premises for Event

Organizer's Obligations & Services include:

Manage and promote Event (including set up and clean up), obtain permissions as required by all applicable regulations

- Manage all Contractors, ensure only trained Contractors are on Property
- Vaccinate people and, as may be required, obtain the required written consent from patients
- The person administering must qualify as a "Covered Person" under the PREP Act and applicable Declaration, complete all required training and be licensed to administer vaccinations
- The vaccine must be FDA-authorized or FDA-licensed
- Vaccine must be ordered and administered according to the Advisory Committee on Immunization Practices' (ACIP's) COVID-19 vaccine recommendation
- Comply with recordkeeping and reporting requirements of the applicable jurisdiction, including informing the patient's primary-care provider when available, submitting the required immunization information to the State or local immunization information system (vaccine registry), complying with requirements related to reporting adverse events, and complying with requirements whereby the person administering a vaccine must review the vaccine registry or other vaccination records prior to administering a vaccine
- Comply with any applicable requirements (or conditions of use) as set forth in the Centers for Disease Control and Prevention (CDC) COVID-19 vaccination provider agreement and any other federal requirements that apply to the administration of COVID-19 vaccine(s)
- Responsible, solely, for all aspects of the acquisition, storage, administration (including patient prioritization), management, operation and decisions directly relating to public and private delivery, distribution, dispensing of countermeasures in accordance with the PREP Act and applicable Declaration.
- Manage all patient lines, lines may not extend outside of Premises without Mall Management approval, if approved, Organizer shall manage all lines according to direction given from Mall Management.

7. Notices:

To PO: Clackamas Town Center 12000 SE 82nd Avenue Suite 1093, Happy Valley, OR 97086 Attn: General Manager

With a copy to: BPR/Legal Contracts 350 N. Orleans St., 300 Chicago IL 60654

To Organizer: Health, Housing, and Human Services Clackamas County
999 Library Court Oregon City, Oregon 97045

**EXHIBIT B
INSURANCE REQUIREMENTS**

REQUIRED INSURANCE.

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$5,000,000 Occurrence/\$5,000,000 Aggregate	
	A staffing agency, not handling the vaccine, may provide \$1,000,000 Occurrence/\$1,000,000 Aggregate	
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires PO's written consent, email accepted.	
Professional Liability (Medical Malpractice)	Medical Testing/Consultation	\$1,000,000 / \$3,000,000
	Health Screenings	\$1,000,000 / \$3,000,000
	Shots**(i.e. flu, COVID 19 etc.)	\$1,000,000 / \$3,000,000
	** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation Employers' Liability	Statutory	
	\$500,000 Each Accident	
	OR \$500,000 Disease, Policy Limit	
	\$500,000 Disease, Each Employee	
(for Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate	

POLICY REQUIREMENTS.

Unless Organizer and its Contractor(s) are self-insured and provide proof of a self-insured insurance program acceptable to Property Owner, the insurance required of Organizer and Contractor(s) shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event is located and issuer must maintain an AM Best rating of at least A- VII.

All Liability Insurance policies shall name, as "Additional Insureds", Clackamas Mall L.L.C.; Brookfield Property REIT Inc.; BPR REIT Services LLC; Brookfield Properties Retail Inc. All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer, and on behalf of "Additional Insureds" shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Organizer shall provide valid certificate(s) of insurance and/or a letter signed by the Risk Manager, as evidence of the insurance policies in force, or of the self-insurance program indicating which coverage is included in the program.

EXHIBIT C

CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, a contractor ("Contractor"), engaged by Health, Housing & Human Services Clackamas County ("Organizer") in connection with its COVID vaccination event ("Event") conducted at Clackamas Town Center ("Shopping Center") during the Event Term specified in that certain Vaccination Site Agreement ("Agreement") effective 3.15.2021, by and between the Clackamas Mall L.L.C ("PO") and Organizer, will indemnify, protect, defend and hold harmless PO, Shopping Center management, their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, property loss, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event services Contractor performs. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property or person while performing Event services for Organizer.

Acknowledged and agreed:

By: _____
Signature

Printed Name: _____

Date: _____

Entity Name, if applicable: _____

Title: _____

EXHIBIT D (Volunteers)

**CONTRACTOR HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, a volunteer ("Contractor") engaged by Health, Housing & Human Services Clackamas County ("Organizer") in connection with its vaccination event ("Event") conducted at Clackamas Town Center ("Shopping Center") during the Event Term specified in that certain Vaccination Site Agreement ("Agreement") effective 3.15.2021, by and between the Clackamas Mall L.L.C ("PO") and Organizer, will indemnify, protect, defend and hold harmless PO, Shopping Center management, their parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, property loss, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event services Contractor performs. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property or person while performing Event services for Organizer.

I acknowledge that Organizer's Event may involve risk and danger of bodily injury including, but are not limited to, those caused by equipment, lack of hydration, vehicles, and actions of other people. In consideration of my participation in the Event, to the extent permitted by applicable law, I hereby release, discharge, and hold harmless the Indemnified Parties from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury, sickness, death, personal injuries, loss of profit, pain and suffering, damage, loss, or expense incurred in connection with my participation as a Contractor providing services to the Event Organizer. This Waiver and Release of Liability shall be binding on my heirs, executors, administrators, successors and assigns.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER AND HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE OF THE RELEASE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Acknowledged and agreed:

By: _____
Signature

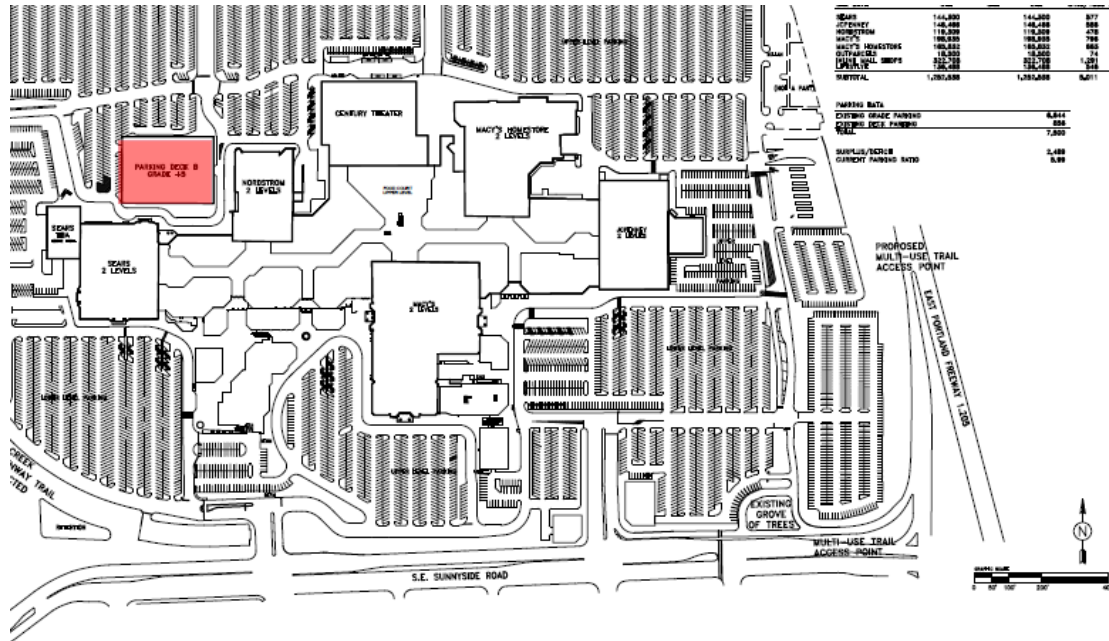
Printed Name: _____

Date: _____

Entity Name, if applicable: _____

Title: _____

Exhibit E



ITEM	AMOUNT	TOTAL	PER UNIT
LAND	144,000	144,000	877
CONCRETE	148,000	148,000	920
MACT'S	180,000	180,000	1,100
MACT'S RESTAURANT	180,000	180,000	1,100
OUTFITTERS	18,000	18,000	111
TRUCK TRAIL	82,700	82,700	515
UTILITIES	782,000	782,000	4,844
TOTAL	1,234,700	1,234,700	7,617

PARKING RATE	0.844
EXISTING GRADE PARKING	594
EXISTING DECK PARKING	7,800
TOTAL	8,394
SURPLUS/SHORTAGE	5,488
CURRENT PARKING RATE	5.99

CLACKAMAS TOWN CENTER
 12000 SE 82ND AVENUE - SUITE 1093
 PORTLAND, OREGON 97266

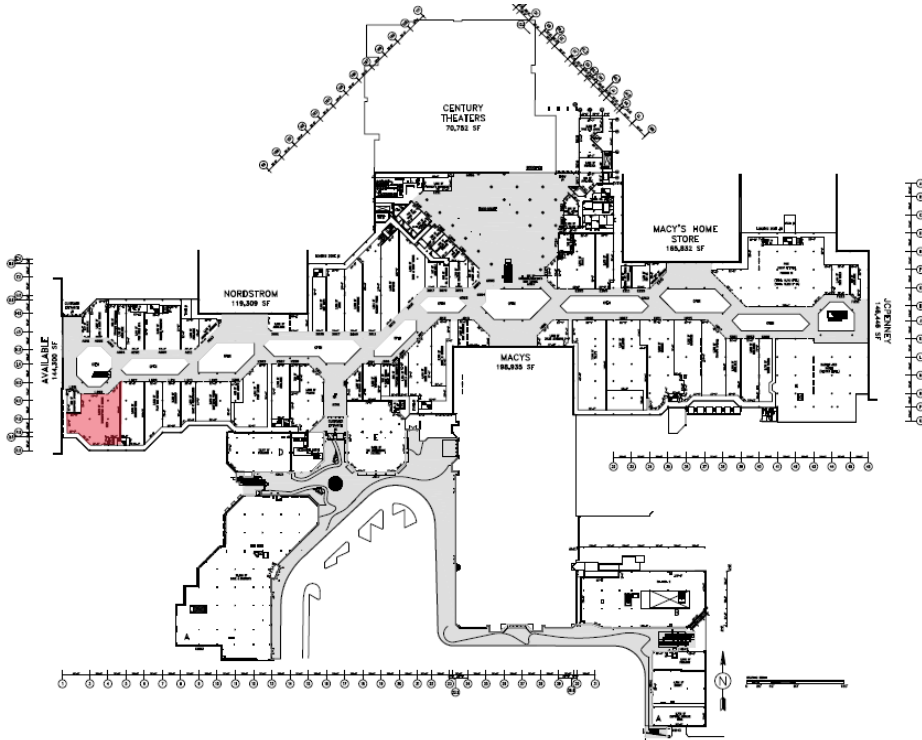
DATE	REVISION

PROJECT NO: 816
 DRAWN BY: GJM
 COPYRIGHT: Jensen Growth Properties, Inc.

DESCRIPTION
SITE PLAN

SHEET NO.
SP1

DATE: 08/12/08



Brookfield Properties

CLACKAMAS TOWN CENTER
 12000 SE 82ND AVENUE - SUITE 1093
 PORTLAND, OREGON 97266

PROJECT NO: 816
 DRAWN BY: GJM
 COPYRIGHT: Jensen Growth Properties, Inc.

DESCRIPTION
LEASE PLAN UPPER LEVEL

SHEET NO.
LP2

DATE: 08/12/08



Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

March 23, 2021

County Administrator
Clackamas County

County Administrator Schmidt:

Approval of Memorandum of Agreement between Clackamas County and Bridges to Change, Inc. for emergency/disaster related use of facility

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Bridge to Change, Inc. facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
Dollar Amount and Fiscal Impact	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
Funding Source	None
Duration	Until terminated by either party.
Previous Board Action	The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel on 3/10/2021 AN
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

This agreement allows the County to use Bridges to Change, Inc. facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Bridges to Change, Inc. to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

RECOMMENDATION:

Staff respectfully recommends the County Administrator approval of the Memorandum of Understanding between Clackamas County and Bridges to Change, Inc.

Respectfully submitted,

Nancy Bush, Director

FACILITIES USE AGREEMENT

between the

Bridges to Change

and

Clackamas County

This Facilities Use Agreement (this “Agreement”) is entered into this 16th day of March 2021, by and between the Bridges to Change, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS Chapter 431 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS Chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner is the owner of certain real property described as Bridges to Change Clackamas Office located at 900 Main Street, Suite 200, Oregon City, Oregon 97045 (the “Property”) that can accommodate mass care, vaccination, medication, commodity distribution, and other activities that, in the event of a public health and/or other related regional emergency, would assist the County in performing its functions described above; and

WHEREAS, the County and Partner desire to establish an agreement for use of Partner’s Property in advance of potential public health or natural disasters;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

A. Use of Property: Partner hereby grants County the right to use the Property for the following purposes, together with any use reasonably related to the same:

- | | |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input type="checkbox"/> Landing zones |
| <input type="checkbox"/> Sheltering for community members | <input type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals | <input type="checkbox"/> Children disaster services |
| <input type="checkbox"/> Sheltering for large animals | <input type="checkbox"/> Community meetings |
| <input type="checkbox"/> Long-term housing trailers | <input type="checkbox"/> General emergency response/coordination |

- B. Term: this Agreement shall be effective upon execution and shall terminate (1) upon mutual written consent of the parties; (2) for convenience following thirty (30) days' written notice to the other party, or (3) upon breach of the terms of this Agreement.
- C. Compensation: County shall compensate Partner as follows [CHECK ONE]:
- Partner agrees not to charge any fee for County's use of the Property.
 - County will pay Partner the sum of \$ [INSERT COMPENSATION SCHEDULE].
- D. Dates of Use: Upon notice by County of the occurrence of an emergency or other event necessitating County's requested use of the Property, Partner shall vacate the Property, or portions thereof, at a date and time mutually agreed upon by the parties.
- E. Partner's Responsibilities: Partner's responsibilities for County's use of the Property are as follows:
- a) Partner makes no warranty or representation about the Property. County accepts the Property "AS IS." The parties will jointly conduct a pre-occupancy survey of the Property before County takes possession, and agree to record any existing damage or conditions.
 - b) Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of the Property.
 - c) Partner shall identify and maintain a current contact list, attached hereto as Attachment A and incorporated by this reference herein, for the following applicable Property-related contacts:
 - 1. Security systems;
 - 2. Electrical systems;
 - 3. Refrigeration systems;
 - 4. Heating and cooling; and
 - 5. Facilities Management.
 - d) Unless otherwise agreed to by the parties in writing, Partner shall be responsible for all utility services, and associated fees and charges, to the Property.
- F. County's Responsibilities: County's responsibilities for use of the Property are as follows:
- a) County agrees to leave the Property in its original, clean condition. County will remove all equipment and personal property brought onto the Property. County will use reasonable care to prevent damage to the Property. County shall be responsible for any cleaning, repair, or remediation costs arising from or related to County's use of the Property.
 - b) The County will not make any changes or modifications to the facilities without Partner's prior written approval.
 - c) The County will notify Partner as soon as practicable when the Property has been cleared and is available for re-occupancy by the Partner.

- G. Indemnification: Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand caused by the negligent or willful acts of the County or its officers, elected officials, employees, agents, or anyone over which the County has a right to control.
- H. Insurance. The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- I. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon. Any claim between County and Partner that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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.
- J. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- K. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- L. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- M. Independent Contractor. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

- N. No Third-Party Beneficiary. Partner 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.
- O. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- P. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. Contact Information

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management
Nancy Bush
Director
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665
nbush@clackamas.us

Bridges to Change
Monta Knudson
Executive Director
PO Box 16576
Portland, OR 97292
(503) 465-2749
monta@bridgestochange.com

S. Third Parties.

County may use one or more third parties to assist in performing the mass care, vaccination, medication, commodity distribution, and other public health or related regional emergency activities described above. Partner hereby acknowledges and agrees that County may permit such third parties to use the Property, subject to the terms and conditions permitted under this Agreement.

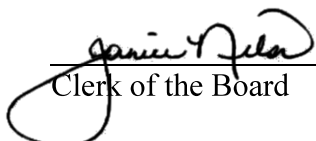
(Signature Page Follows)

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS
COUNTY AND BRIDGES TO CHANGE FOR USE OF BRIDGES TO CHANGE
CLACKAMAS OFFICE FACILITY


CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS


Chair

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


County Counsel

3/22/2021

BRIDGES TO CHANGE


By: Monta Knudson
Title: CEO

ATTACHMENTS

Bridges to Change Clackamas Office

Facility Physical Address: 900 Main St. Suite 200, Oregon City, Oregon 97045

The following are primary decision maker contacts for the above listed facility in order of first responsibility as of March 16th 2021:

Call down order	Name	Title/Role	Office Phone	Cell Phone	Email
1	Zach Brooks	Operations Dir		971-716-8244	zbrooks@bridgestochange.com
2	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com
3	Danny Trevitts	Lead Recovery Mentor		971-386-3409	dtrevitts@bridgestochange.com
4	Shawn Bibb	Associate Dir		503-560-9085	sbibb@bridgestochange.com
5	Terri Collins	Finance Manager		971-386-3386	terri@bridgestochange.com
6	Monta Knudson	Executive Dir		971-386-3385	monta@bridgestochange.com

Contacts for key facility systems are:

System	Name	Title/Role	Office Phone	Cell Phone	Email
Security	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com
Electrical	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com
Refrigeration	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com
Heating and cooling	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com
Facilities Management	Megan Allen	Program Manager		971-386-3402	mallen@bridgestochange.com



March 23, 2021

County Administrator
Clackamas County

County Administrator Schmidt:

Nancy Bush

Director

Disaster Management
2200 Kaen Road
Oregon City, OR 97045

T 503-655-8378

clackamas.us

Approval of Memorandum of Agreement between Clackamas County and Clackamas County
Fairgrounds & Event Center for emergency/disaster related use of facility

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use Clackamas County Fairgrounds & Event Center facilities for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
Dollar Amount and Fiscal Impact	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
Funding Source	None
Duration	Until terminated by either party.
Previous Board Action	The Board has approved similar agreements with other school districts, local municipalities, and non-profit organizations. Disaster Management and Public Health are working to update or establish new agreements.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Coordination and Integration of Planning and Preparedness2. Ensure Safe, Healthy and Secure Communities
Counsel Review	Approved by Counsel on 3/16/2021 AN
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

This agreement allows the County to use Clackamas County Fairgrounds & Event Center facilities as a point of dispensing site for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management collaborated to develop this agreement for use of facilities owned by Clackamas County Fairgrounds & Event Center to administer COVID-19 vaccinations through drive-thru community clinics and/or indoor clinics.

RECOMMENDATION:

Staff respectfully recommends County Administrator approval of the Memorandum of Understanding between Clackamas County and Clackamas County Fairgrounds & Event Center.

Respectfully submitted,

Nancy Bush, Director



Clackamas County Fairgrounds & Event Center
 694 NE 4th Avenue
 Canby, OR 97013
 (503) 226-1136

License Agreement

COVID-19 Vaccine • 0 Guests • Thursday, 3/4/2021

General Information

Event Type:	Event		
Room Use:	Main Pavilion	12:00pm-7:00pm	
	Blue Parking Lot	12:00pm-7:00pm	

Event Information & Fees

License Agreement Issue Date: March 24, 2021

Event Date: 3/25/2021 - 12/31/2021

The AGREEMENT, effective upon execution by both parties, is made by and between the Clackamas County Fairgrounds & Event Center, hereinafter referred to as **CCFEC**, and **Clackamas County**, a political subdivision of the State of Oregon, on behalf of its Division of Health hereinafter referred to as **PERMITTEE**.

Permittee: Clackamas County

Name: Kim LaCroix

Address: WIC Building 999 Library Court

City/State/Zip: Oregon City, OR, United States

Phone: (971) 806-0004

Email: KLaCroix@Clackamas.us

PROPERTY TO BE LICENSED: CCFEC hereby issues to Permittee a non-exclusive, revocable-at-will license to enter upon, occupy, and use a portion of the Clackamas County Fairgrounds (the "Property") described in Exhibit A, attached hereto and incorporated by this reference herein, for the sole purpose of COVID-19 Vaccination (the "Event"), mass vaccination event that will involve the public coming into the Main Pavilion and receiving a vaccine. The license provided herein conveys no interest in the Property.

HOURS OF OPERATION: In addition to the specific events listed above, the parties to this agreement hereby agree that, within the Agreement Term described above, upon mutual written consent of the parties, Permittee may hold additional Covid 19 Vaccination events on the Property, subject to all of the terms and conditions contained in this Agreement.

SETUP: Two hours prior to event time start. As used herein, "setup" means installing equipment, tents, or other materials necessary to perform the Event, as further described in this Agreement, below.

EVENT DATE:	TIME:	VACCINE NUMBER/DOSE:	LOCATION:
March 4, 2021	10am-7pm	#1.1	Main Pavilion
March 25, 2021	10am-7pm	#1.2	Main Pavilion
March 31, 2021	9am-5:30pm	#2.1	Drive Around
April 21, 2021	9am-5:30pm	#2.2	Drive Around
April 8, 2021	9am-5:30pm	#3.1	Drive Around
May 6, 2021	9am-5:30pm	#3.2	Drive Around
April 13, 2021	9am-5:30pm	#4.1	Drive Around
May 11, 2021	9am-5:30pm	#4.2	Drive Around

CLACKAMAS COUNTY FAIRGROUNDS and event center operational hours are: 7:00am to 10:00pm. If the Event occurs before or after these hours, Permittee will be charged \$200.00 per hour charge for staff overtime.

TEARDOWN, CLEANING, AND REPAIR: Permittee agrees to vacate the Premises, and fully remove all of Permittee's property from the Premises by 9:00pm

FEES:	Event Day Rental	\$5,000	
	Cleaning/Damage Deposit	\$1,000	
	Total Due	\$0	(Waived by CCFEC)

Terms & Conditions

SECURITY DEPOSIT: Permittee shall deposit the sum of \$1,000 as a security deposit. No interest will accrue on the security deposit. With no notice to Permittee, CCFEC may claim all or a portion of the security deposit to offset against (1) any unpaid fees; or (2) any damages arising from Permittee's use of the Premises including, but not limited to, the cost of repairing or remediating damage caused by Permittee to the Premises. Any amounts of the security deposit not claimed by the CCFEC will be returned to Permittee within thirty (30) days following termination of this Agreement.

The PERMITTEE agrees to abide by the following terms and conditions:

1. **Scope of Use:** Permittee shall have the right to use the Premises solely for the Event. Permittee is further authorized to bring all personnel, equipment, and other personal property onto the Premises as may be reasonably necessary for the Event. Permittee shall operate and maintain the Premises and store materials thereon in a neat, orderly way in compliance with all applicable federal, state, and local laws. Any other use of the Premises is unauthorized and shall constitute a trespass of CCFEC's property.
2. **Termination:**
 1. CCFEC may terminate this Agreement at any time by providing notice of revocation of the license granted herein.
 2. CCFEC may terminate this Agreement at any time CCFEC fails to receive appropriation of sufficient funds, as determined by CCFEC in its sole discretion, to perform under this Agreement.
 3. Either CCFEC or Permittee may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, or other time as may be agreed between the parties in writing, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
 4. Upon termination for breach of this Agreement, each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
 5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
3. **Insurance:** Permittee agrees to maintain Insurance, self-insurance, sufficient to satisfy its obligations under this Agreement or applicable law.
4. **Compliance with Applicable Law.** Permittee shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Permittee's use of the Premises. Permittee shall further comply with CCFEC's then-current policies, procedures, and other requirements for use of the Premises or the Clackamas County Fairgrounds.
5. **Prior Approvals.** Permittee shall obtain all necessary permits and approvals from all federal, state, and local governments prior to or concurrent with applying to the CCFEC. CCFEC may, in its sole discretion, require Permittee to demonstrate such approvals as a condition precedent to Permittee's use of the Premises.
6. **Condition of Property:** Permittee takes the Property as-is. CCFEC makes no representations or warranties, express or implied, as to the condition of the Premises or its fitness for any particular use by Permittee.
7. **Cleaning and Repair Costs:** Permittee agrees to leave the Premises in its original, clean condition. Permittee will remove all equipment and personal property brought onto the Premises. Permittee will use reasonable care to prevent damage to the Premises. Permittee shall be responsible for any cleaning, repair, or remediation costs arising from or related to Permittee's use of the Premises.
8. **Release, Assumption of Risk, and Indemnity:** Permittee agrees to waive, release, and discharge CCFEC, the Clackamas County Fair Board, employees, officials, and agents, from any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Premises. Permittee understands and appreciates the risks involved in its use of the Premises and hereby expressly assumes any and all risks arising out of or relating to use of the Premises, whether or not specified herein, and understand CCFEC is not a guarantor of Permittee's safety. Subject to limits of the Oregon Constitution and the Oregon Tort Claim Act. Permittee agrees to hold harmless, defend, and indemnify CCFEC, and, the Clackamas County Fair Board, and their elected officials, officers, employees, and agents against from and against any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with use of the Premises. The release of claims, assumption of risk, and indemnification provided herein is intended to be as broad and inclusive as permitted by Oregon law, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect. This provision shall expressly survive revocation of this Agreement
9. **Permittee Marketing:** Permittee will use approved marketing materials from Clackamas County Fairgrounds to promote the Event on their available platforms and mediums under their control.
10. **Pets:** Pets are not allowed on the Clackamas County Fair Grounds. In accordance with applicable law, service animals are welcome. A service animal is a dog that is trained to provide assistance to persons with physical and psychiatric needs. Qualified dogs are guide dogs, hearing dogs or are trained to help those with mental or emotional disabilities, seizures, or allergens.
11. **Safety:** Permittee agrees to provide and maintain the highest professional standards in every aspect of their performance of the Event including, but not limited to, compliance with all building and fire codes. Permittee agrees to comply with all then-current local, state, or

- federal COVID-19 rules and regulations. Permittee is obligated to fully cooperate with CCFEC and any other local, state, or federal agency to ensure compliance with applicable safety laws and regulations including, but not limited to, the local fire marshal. Permittee will hold safety, well-being, and enjoyment by the staff, guests and event at the highest priority as they perform under this Agreement.
12. **Closures:** CCFEC may, at any time and without prior notice, close the Clackamas County Fair Grounds if the CCFEC, in its sole administrative discretion, determines it is in the best interest of the CCFEC to do so. Upon such closure, Permittee will immediately vacate the Clackamas County Fair Grounds until Permittee is notified, in writing, by CCFEC that the Clackamas County Fair Grounds may reopen.
 13. **Smoking:** The Premises is smoke free and smoking is prohibited. "Smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted or heated cigar, pipe, weed, plant, or other tobacco like product or substance in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates vapor, in any manner or in any form.
 14. **Vehicles:** Vehicles may only be used on the Premises in areas specifically approved and designated by CCFEC for vehicle use.
 15. **Reservation of Rights:** CCFEC reserves all rights of every kind and nature whatsoever in connection with use of the Premises by Permittee. CCFEC shall have full and unfettered access to and use of the Premises at any time when Permittee is occupying the Premises, regardless of whether such access and use conflicts with Permittee's use of the Premises.
 16. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon
 17. **No Agency Status.** Neither Permittee nor Permittee's employees, members, or invitees shall be considered to be employees, officers, or agents of CCFEC for any purpose.
 18. **Integration.** This Agreement contains the entire agreement between CCFEC and Permittee and supersedes all prior written or oral discussions or agreements.
 19. **Amendments.** Permittee and CCFEC may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
 20. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by that party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by the non-defaulting shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
 21. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
 22. **No Third-Party Beneficiaries.** CCFEC and Permittee are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
 23. **Survival.** All provisions in Sections 6, 7, 8, 16, 17, 18, 20, 21, 22, 23, 24, and 25 shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
 24. **Force Majeure.** Neither CCFEC nor Permittee shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, CCFEC's or Permittee's reasonable control. Permittee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Permittee shall remain responsible for all fees, costs, or other obligations under this Agreement incurred prior to the cause of delay.
 25. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses
 26. **Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

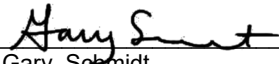
PERMITTEE has read and agreed to the terms and conditions set forth above.

CCFEC:

By: _____
Laurie Bothwell

Date

PERMITTEE:

By: 
Gary Schmidt

03/24/2021

Date