

**Draft**

## Approval of Previous Business Meeting Minutes:

November 5, 2020

November 12, 2020

November 25, 2020

December 3, 2020

## 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, November 5, 2020 – 6:00 PM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\* Wildfire Update** <https://www.clackamas.us/meetings/bcc/business>

1. Nancy Bush

*~Board Discussion~*

- \*\*1. Approval of an Addendum No 3 to Board Order No. 2020-66 Declaring a State of Emergency Regarding Wildfires (Stephen Madkour, County Counsel)

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Savas: I move we approve Addendum No 3 to Resolution No. 2020-66 Declaring a Local State of Emergency Regarding Wildfires.

Commissioner Humberston: Second.

Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

### **\*\*\* Elections Update** <https://www.clackamas.us/meetings/bcc/business>

1. Sherry Hall

*~Board Discussion~*

### **\*\*\* COVID-19 Update** <https://www.clackamas.us/meetings/bcc/business>

1. Philip Mason-Joyner

*~Board Discussion~*

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

1. Presentation regarding Hispanic Interagency Networking Team (HINT)  
~Board Discussion~
- \*2. Presentation Clackamas County Disaster Management, Red Cross, EPA  
~Board Discussion~

**II. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. First Reading of Ordinance No. \_\_\_\_\_, Adding Clackamas County Code Chapter 8.10, Short-Term Rentals to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, Compliance Hearings Officer

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

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

- **Craig Thivy Oak Grove – concerned about language in draft**
- **Scott Farleigh – Alpine CCO – concern about garbage**
- **Les Poole – Oak Grove – Parking Issues**
- **Gerald Murphy – Parking – Long Term Rentals**
- **Kai – Short term rental retreats**
- **Josh Powell – Email**
- **Kevin Eike – Email**
- **Brett Fischer – Government Camp CPO – Apposed lower fees**
- **C Gam – Single Family Homes**
- **Brian Ferry – Email**
- **Ariel Stephenson – Email**
- **Todd Ienna – Email**

~Board Discussion~

Chair Bernard closed the public hearing and asked for a motion to read the Ordinance by title only.

Commissioner Humberston: I move we approve to read the Ordinance by title only.

Chair Bernard: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: No.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

Chair Bernard asked for the clerk to assign a number and read the ordinance by title only:

Clerk assigned **09-2020** and read the ordinance by title only

~Board Discussion~

Chair Bernard asked for further discussion and announced the Second Reading will be  
**Wednesday, November 25, 2020 at the Board's regular scheduled Business meeting at 10 AM**

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

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Savas: Second.

Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and the Community Development Division for conducting Environmental Reviews – *Community Development*
2. Approval of a Sub recipient Agreement with Lifeworks NW for Intensive Case Management Services – *Behavioral Health*
3. Approval of Sub recipient Agreement with Quest Center for Integrative Health or W.I.S.H. Program Services – *Behavioral Health*
4. Approval for the Public Health Division to apply for the NACCHO Local Climate and Health Demonstration Site funding opportunity. – *Public Health*
5. Approval of an Intra-Agency Agreement with Health Centers Division (CHCD) to reimburse Public Health Division (CCPHD) for client services provide by the Public Health Medical Director at the Health Centers Beaver creek Clinic – *Public Health*
6. Approval of a Sub recipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services - *Behavioral Health*
7. Approval of a Sub recipient Agreement with Cascadia Behavioral Healthcare, Inc. for Assertive Community Treatment Program - *Behavioral Health*
- \*8. Approval of Amendment #1 to Subrecipient Grant Agreement with Ant Farm, Inc., to Provide CARES Funded Rent Assistance Services

**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 Bear Creek (Canby Marquam Highway) Bridge Project and Authorizing Good Faith Negotiations and Condemnation Actions

**C. Finance Department**

1. Approval of a Contract with ERP Analysts, Inc. dba ERPA Group for Chart of Accounts Re-Installation and PeopleSoft Updates - *Procurement*

**D. Technology Services**

1. Approval for an Intergovernmental Agreement between Clackamas Broadband eXchange, City of Portland and Oregon Health & Science University for sharing data resources



**IV. PUBLIC COMMUNICATION** *Moderated by Christina Terwilliger*  
<https://www.clackamas.us/meetings/bcc/business>

-No E-Mails

-Angela Nyland – Red Cross and Wildfires/Tents  
-Les Poole – Gladstone - Rioting

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

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

**Meeting Adjourned at 12:**

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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**Thursday, November 12, 2020 – 10:01 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

## **\*\*\* Elections Update**

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

1. Sherry Hall

*~Board Discussion~*

## **\*\*\* Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.

*~Board Discussion~*

## **\*\*\* COVID-19 Update**

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

1. Dr. Sarah Present gave update

*~Board Discussion~*

## **I. PRESENTATION** <https://www.clackamas.us/meetings/bcc/business>

1. Veterans Day Proclamation and Resolution (Erika Silver, Health Housing and Human Services)

*~Board Discussion~*

### **MOTION:**

Commissioner Humberston: I move we approve the Proclamation.

Commissioner Schrader: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.  
Commissioner Schrader: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

*~Board Discussion~*

*Asked to have A.4 discussed at issues next week*

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

1. Approval of a Sub-recipient Agreement with Clackamas Women’s Shelter (CWS) and the Community Development Division ESG Funding for the CWS Homeless Shelter – Community Development
2. Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas Women’s Services to Improve Criminal Justice Response to Domestic Violence – Children, Family & Community Connections
3. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – Health Centers
4. Approval of Amendment #6 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 – Social Services

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with ODOT (Contract No. 34384) for the Foster Road Paving at Hwy 212
2. Approval of an Intergovernmental Agreement with University of Oregon for an Americorps Member
3. Approval of a Contract with Sustainability Solutions Group Worker Co-operative for the Climate Action Plan Project
4. Approval of a Contract with Murraysmith, Inc. for the Stafford Road Improvements Project (Pattulo Way to Rosemont Road)

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Request by the Clackamas County Sheriff’s Office to Enter into an Intergovernmental Agreement with North Clackamas School District for School Resource Officers in the 2021-2023 School Years – *Clackamas County Sheriff’s Office*

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Wholesail Networks LLC for dark fiber connections.

**E. Finance**

1. Approval of an Amendment to an Intergovernmental Agreement between Clackamas County and Clackamas 800 Radio Group for Clackamas County Public Safety Radio System Replacement Project (C800) Bond Funding

**III. PUBLIC COMMUNICATION** Christina Terwilliger Moderated

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

- Kevin Moss – Damascus – Email C800
- Tonia Hunt – Safe Kids Collation – Children’s Safety Levy
- Rose Fuller - Clackamas County - Children’s Safety Levy
- Rebecca Nichols - Children’s Safety Levy
- Robin Christiansen – CASA - Children’s Safety Levy
- Simon Fulford - Children’s Safety Levy

**IV. COUNTY ADMINISTRATOR UPDATE**

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

**V. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:33 AM**

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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**Wednesday, November 25, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas (joined at 10:02)  
Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\* Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.

*~Board Discussion~*

### **\*\*\*COVID-19 Update**

1. Philip Mason-Joyner gave update on COVID-19

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

*~Board Discussion~*

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

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

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

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

1. In the Matter of approval to execute the General Depository Agreement, HUD Form 51999 - HACC

### **MOTION:**

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Clackamas County Surface Water Management Agency for the next item.

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

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

1. Recognition of County Surveyor Ray Griffin as 2020 Surveyor of the Year (Cheryl Bell, Department of Transportation)

*~Board Discussion~*

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

1. Second Reading of Ordinance No. 09-2020, Adding Clackamas County Code Chapter 8.10, Short-Term Rentals to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, Compliance Hearings Officer (Nathan Boderman, County Counsel)

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment .**

**Emails:**

- **Livia Catrucci – Fees**
- **Laura Peterson – Pro**
- **Betsy – Mt. Hood Rentals**

Chair Bernard closed the public hearing and asked for a motion to read the Ordinance by title only.

Commissioner Humberston: I move we read the Ordinance by title only.

Chair Bernard: Second.

Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Ney.

Commissioner Schrader: Ney.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-2.

*~Board Discussion~*

Commissioner Humberston: I move we approve the Ordinance No. 09-2020 Adding Clackamas County Code Chapter 8.10, Short-Term Rentals to the Clackamas County Code, and Amending Clackamas County Code Chapter 2.07, Compliance Hearings Officer.

Chair Bernard: Second.

*~Board Discussion~*

Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Ney.

Commissioner Schrader: Ney.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-2.

Chair Bernard Announce the Board will recess as the Board of County Commissioners and Convene as Clackamas County Surface Water Management Agency for the next public hearing.

2. Approval of Resolution Authorizing a Financing for New Capital Projects for Surface Water Management Agency of Clackamas County (Nathan Boderman, County Counsel) <https://www.clackamas.us/meetings/bcc/business>

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

**MOTION:**

Chair Bernard: I move we approve the Resolution Authorizing a Financing for New Capital Projects for Surface Water Management Agency of Clackamas County.

Commissioner Humberston: Second.  
the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard Announce the Board will Adjourn as Clackamas County Surface Water Management Agency and Convene as the Service District No. 1 for the next public hearing.

3. Approval of Resolution Authorizing a Financing for New Capital Projects Clackamas County Service District No. 1 (Nathan Boderman, County Counsel) <https://www.clackamas.us/meetings/bcc/business>

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

**MOTION:**

Commissioner Humberston: I move we approve the Resolution Authorizing a Financing for New Capital Projects Clackamas County Service District No. 1.

Commissioner Savas: Second.  
the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard Announce the Board will Adjourn as Clackamas County Service District No. 1 and Convene as the Tri-City Service District for the next public hearing.

4. Approval of Resolution Authorizing a Financing for New Capital Projects for Tri-City Service District (Nathan Boderman, County Counsel) <https://www.clackamas.us/meetings/bcc/business>

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

**MOTION:**

Commissioner Humberston: I move we approve the Resolution Authorizing a Financing for New Capital Projects for Tri-City Service District.

Commissioner Savas: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**Chair Bernard Announce the Board will Adjourn as the Tri-City Service District and Convene as Water Environment Services for the next public hearing.**

5. Approval of Resolution Authorizing a Financing for New Capital Projects for Water Environment Services (Nathan Boderman, County Counsel) <https://www.clackamas.us/meetings/bcc/business>

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

**MOTION:**

Commissioner Humberston: I move we approve the Resolution Authorizing a Financing for New Capital Projects for Water Environment Services.

Commissioner Savas: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**Chair Bernard Announce Water Environment Services and Convene as the Board of County Commissioners for the next rest of the hearing.**

**IV. PUBLIC DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>  
**County Administration**

1. Supporting the Construction Career Pathways Program (Tracy Moreland, County Administration)

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **Tiffany Thompson – Metro - Thankful**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion



**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
 Commissioner Savas: Second.  
 the Clerk called the poll  
 Commissioner Fischer: Aye.  
 Commissioner Savas: Aye.  
 Commissioner Humberston: Aye.  
 Commissioner Schrader: Aye.  
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
 Commissioner Savas: Second.  
 ~Board Discussion~

Commissioner Savas asked to have

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District for Funding Construction of Phase III of Milwaukie Bay Park

Pulled

the Clerk called the poll

Commissioner Fischer: Aye.  
 Commissioner Savas: Aye.  
 Commissioner Humberston: Aye.  
 Commissioner Schrader: Aye.  
 Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval for a Revenue Agreement with CareOregon for COVID Direct Member Support & Telehealth Infrastructure funding. – *Health Centers*
2. Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for Human Immunodeficiency Virus (HIV) Testing and Counseling Services – *Public Health*
3. Approval to Accept Federal Grant Award for a Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant (COSSAP – *CFCC*)
4. Amendment #8 to Agreement #7462 a Revenue Agreement with CareOregon for Pharmacist Services to members enrolled with the Oregon Health Plan (OHP) – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of Contract Amendment No. 2 with the National Safety Council for the purposes of Safe Systems Approach to Rural Road to Zero
2. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for Right of Way Services for the South End Road at Milepost 3.8 Project

3. Approval of a Contract with DiExSys, LLC for Traffic Safety Software – *Procurement*

**C. Business & Community Services**

1. A Board Order Approving Property Disposition Procedures Amendment and Property Control Transfer of Korner Park Property from Business and Community Services (BCS) to Clackamas County Department of Transportation and Development (DTD)

**D. Technology Services**

1. Approval for a Service Level Agreement with Cascade Utilities Inc for a connection to Government Camp.
2. Approval for a Service Level Agreement with OHSU for a dark fiber connection.

**E. Juvenile Department**

1. Approval of Amendment #9 Intergovernmental Agreement with Multnomah County Assessment and Evaluation for Assessment and Evaluation Beds for Youth

**\*F. County Administration**

- \*1. Approval of a Contract with Hawkins Delafield & Wood, LLP to serve as a P3 Legal Advisor - *Procurement*

**\*PULLED**

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District for Funding Construction of Phase III of Milwaukie Bay Park

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

No Emails

Christine Kennedy – Tootie Smith Concerns

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**1. Board Statement to the County:**

“As elected leaders we want to assure everyone in our community that Clackamas County remains committed to advancing the values and principles of equity and inclusion. These values will continue to inform our policies and our commitment to our citizens, particularly the BIPOC community. We are a diverse County, and our diversity makes our communities stronger. Stronger communities make a stronger Clackamas County.”

**MOTION:**

Commissioner Savas: I move we support this Statement.

Commissioner Humberston: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard:

Aye – the Ayes have it, the motion carries 5-0.

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 12:07 PM**

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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**Wednesday, December 3, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas (joined at 10:02)  
Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
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- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [bcc@clackamas.us](mailto:bcc@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\* Assessor Report**

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

1. Tami Little gave an update regarding Property Taxes in Clackamas County.

*~Board Discussion~*

### **\*\*\* Wildfire Update**

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

1. Nancy Bush gave an update regarding Wildfires in Clackamas County.

*~Board Discussion~*

### **\*\*\* COVID-19 Update**

1. Dr. Sarah Present gave update on COVID-19

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

*~Board Discussion~*

## **I. PREVIOUSLY APPROVED LAND USE ISSUE** *(No public testimony on this item)*

1. Adoption of Previously Approved Comprehensive Plan Map Amendment and Zone Change Application (Nate Boderman, County Counsel)

*~Board Discussion~*

Chair Bernard asked for a motion to read the Ordinance by title only.

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

Clerk Polled

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.  
~Board Discussion~

Commissioner Humberston: I move we ZDO-299-20-CP and ZDO300-20-ZAP, a Comprehensive Plan Map Amendment and Zoning and Zoning Map Amendment proposed by Brooktraut Properties LLC for property described as T2S, R2E, Section 11D, Tax Lot 1601, W.M. with situs address 16147 SE 135th Ave, Clackamas, Oregon, as previously approved at the October 21st, 2020 land use hearing.

Commissioner Savas: Second.  
Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Ney.  
Commissioner Schrader: Ney.  
Chair Bernard: Aye – the Ayes have it, the motion carries 3-2.

## II. **PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. PUBLIC HEARING Pursuant To Section 147(F) Of The Internal Revenue Code Of 1986, As Amended, For The FINANCING Of Certain Facilities From The EXECUTION AND DELIVERY Of Tax-Exempt Obligations (Rich Swift, Health, Housing, and Human Services)

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

### **MOTION:**

Commissioner Humberston: I move we approve the PUBLIC HEARING Pursuant To Section 147(F) Of The Internal Revenue Code Of 1986, As Amended, For The FINANCING Of Certain Facilities From The EXECUTION AND DELIVERY Of Tax-Exempt Obligations.

Commissioner Savas: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. Approval of a Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021 (Sandra Montoya, Finance)

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **No Public Comment.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

### **MOTION:**

Commissioner Humberston: I move we approve the Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021.

Commissioner Schrader: Second.

the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

- \*3. Board Order and Ordinance Temporarily Amending Clackamas County Code Section 2.05.160.2 to Allow For Vacation Accrual For Non-Represented County Employees during a Covid 19 Pandemic and Wildfire declaring an Emergency (Stephen Madkour, County Counsel)

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

- **Les Poole – Gladstone – Non Rep Questions.**
- **No Emails.**

Chair Bernard closed the public hearing and asked for a motion

**MOTION:**

Commissioner Humberston: I move we read Ordinance and Board order by title only.  
Commissioner Schrader: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**Chair Bernard asked for the Clerk to assign and number and read the ordinance and board order by title only**

**2020-79** Amending Clackamas County Code Section 2.05.160.2 to Allow For Vacation Accrual For Non-Represented County Employees during a Covid 19 Pandemic and Wildfire declaring an Emergency

Chair Bernard announced second reading to be Thursday, December 17, 2020 at the board's regular scheduled business meeting at 10:00 AM

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

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Schrader: Second.

*~Board Discussion~*

Commissioner Savas asked to have

### **VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

- \*3. Approval of an Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District for Funding Construction of Phase III of Milwaukie Bay Park

Pulled

the Clerk called the poll  
Commissioner Fischer: Aye.

Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

1. Approval of a Subrecipient Agreement with ColumbiaCare Services, Inc. for Residential Treatment Services – *Behavioral Health*
2. Approval for a Revenue Agreement with CareOregon for the Primary Care Payment Model (Track 2) Program - Per Member Per Month (PCPM) Incentive Program – *Health Centers*
3. Approval of Grant Agreement #18869 with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
4. Approval of Grant Agreement #18870 with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
5. Approval of Grant Agreements #18871, #18872, #18873 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People - *Social Services*
6. Agreement#146873-3 with The State of Oregon, Department of Human Services, Seniors and People with Disabilities Division – *Social Services*
7. Approval of Change Order #5 between Clackamas County and Banlin Construction, LLC for Clackamas County Children’s Commission Head Start New Classroom Building Project – *Community Development*
8. Approval of Amendment # 1 to a Personal Services Agreement with Robert Half, Inc. temporary administrative staff – *Public Health*
9. Approval of Personal Services Contract with Bridges to Change Inc. for Temporary Housing for Mental Health and Substance Abuse Patients– *Procurement*

**B. Department of Transportation & Development**

1. Approval to apply to the Oregon Department of Transportation for All Roads Transportation Safety Program funding for federal fiscal years 2024-2027
2. Approval of Contract Amendment No. 1 with the Oregon Department of Transportation (ODOT) to the Transportation Growth Management (TGM) Grant – “Quick Response Program” for the US Route 26 Main Street Site Redevelopment Plan

**C. Business & Community Services**

1. Adoption of Barton Park Complex Master Plan, to set the vision for the future of recreation, conservation, and development of Barton Park and associated properties

2. Amendment #1 to agreement with River City Boat Sales, LLC for lease of Boones Ferry Marina

#### **IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of a Resolution for North Clackamas Parks and Recreation District for Transfer of Appropriations for Fiscal Year 2020-2021
2. Approval of Contract between North Clackamas Parks and Recreation District and Shiels Oblatz Johnsen for the Owner's Representative Services for Milwaukie Bay Park – *Procurement*
- \*3. Approval of an Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District for Funding Construction of Phase III of Milwaukie Bay Park

#### **V. LIBRARY DISTRICT OF CLACKAMAS COUNTY**

1. Approval of a Resolution for the Library Service District of Clackamas County for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2020-2021

Chair Bernard Announce the Board will Adjourn as the Board of County Commissioners and Convene as Water Environment Services for the next matter.

- \*3. Approval of an Intergovernmental Agreement Between City of Milwaukie and North Clackamas Parks and Recreation District for Funding Construction of Phase III of Milwaukie Bay Park

*~Board Discussion~*

#### **MOTION:**

Commissioner Fisher: I move we approve with amendments.  
Chair Bernard: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Abstain.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0-1.

Chair Bernard Announce Water Environment Services and Convene as the Board of County Commissioners for the next rest of the hearing.

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

Moderated by Christina Terwilliger

1. Les Poole – Gladstone – Metro Issues
2. Grover Jeffery Bornefeld – NCPRD Milwaukie
3. Elizabeth Berk - Email

*~Board Discussion~*

Chair Bernard closed the public hearing



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

**MOTION:**

Commissioner Humberston: I move we approve to send the letter.  
Commissioner Schrader: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

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

**MEETING ADJOURNED 12:10 PM**

**46PM**



# Clackamas County Sheriff's Office

December 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office for approval of a  
2<sup>nd</sup> Amendment to the Intergovernmental Agreement (IGA) with Tri-Met for Police Services

<b>Purpose/Outcome</b>	This second amendment to the Intergovernmental Agreement (IGA) with Tri-Met for Police Services clarifies partnership and extends the agreement termination date
<b>Dollar Amount and Fiscal Impact</b>	Funds are currently budgeted within the Sheriff's Office FY 2020-21 budget
<b>Funding Source</b>	Tri-Met reimburses the Sheriff's Office for all costs related to these police services
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The current agreement will end on 03/31/2021; or earlier, should a new agreement be completed and executed prior to that date
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved a prior extension of this IGA through 12/31/2020
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li><i>Date of Counsel review: 12/07/2020</i></li> <li><i>Initials of County Counsel performing review: AN</i></li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li><i>Was the item processed through Procurement? yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable</i></li> <li><i>If no, provide brief explanation: Not applicable</i></li> </ol>
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	GC150813LG

## BACKGROUND:

Approval of this amendment removes the City of Portland as a party to the agreement and allows for an extension of the current agreement through 03/31/2021. This will provide time for a new agreement to be finalized and executed.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves and signs this 2<sup>nd</sup> amendment to the IGA as submitted.

Respectfully submitted,

Craig Roberts,  
Sheriff

**AMENDMENT NUMBER 2**  
**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY**  
**METROPOLITAN TRANSPORTATION DISTRICT OF OREGON AND THE**  
**CLACKAMAS COUNTY SHERIFF'S OFFICE FOR TRANSIT POLICE SERVICES**  
Agreement No. GC150813LG

This Amendment No. 2 amends the Intergovernmental Agreement (Agreement) between the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland (Portland), and the Clackamas County Sheriff's Office for Transit Police Services to include removal of the City of Portland as a party to the Agreement and to extend the term. This Amendment No. 2 is effective January 1, 2021, and amends the Agreement as set forth below.

1. TriMet and the Clackamas County Sheriff's Office (the Parties) agree and acknowledge that the City of Portland is no longer participating in the Transit Police Division effective January 1, 2021. This Amendment strikes all references in the Agreement to the City of Portland or the Prime Agreement executed by Portland and TriMet.
2. By signing this Amendment, the Parties ratify the Agreement and their respective obligations therein without participation of the City of Portland.
3. The Parties extend the final term of this Agreement for a period of time up to March 31, 2021. The Agreement will end at the earlier of March 31, 2021, or when new primary and subsidiary agreements are executed for all participating jurisdictions.
4. Command Staff responsibilities for the Division, including any hiring of non-sworn staff, will be assumed by other jurisdictions as provided by a staffing letter pursuant to the Agreement.
5. Notwithstanding the forgoing, Exhibit 4 to the Agreement governing investigations will remain in effect and be administered by the Transit Police Command staff.

**NO OTHER CHANGES**

The individuals signing below represent and warrant that they have authority to bind the party for which they sign. This Amendment may be signed electronically in two or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument.

**SIGNATURE PAGE FOLLOWS**

**CLACKAMAS COUNTY  
SHERIFF'S OFFICE**

**TRIMET**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Marla Blagg  
TriMet Exec. Dir. Safety and  
Security

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form:



\_\_\_\_\_  
Attorney for Clackamas County  
Sheriff's Office

\_\_\_\_\_  
TriMet Legal Department

**12/07/2020**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

December 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to approve the  
4<sup>th</sup> Amendment to the Intergovernmental Agreement (IGA) with the Oregon Marine Board

<b>Purpose/Outcome</b>	This 4 <sup>th</sup> Amendment to the Clackamas County Sheriff's Office IGA with the Oregon State Marine Board will extend the termination date and add funds for the current fiscal year
<b>Dollar Amount and Fiscal Impact</b>	Funds are currently budgeted within the Sheriff's Office FY 2020-21 budget
<b>Funding Source</b>	The Oregon State Marine Board will reimburse the Sheriff's Office for services as stated in the IGA
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The agreement period is July 1, 2020 – June 30, 2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved all past agreements and amendments presented by the Oregon State Marine Board
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li><i>Date of Counsel review:</i> 11/12/2020</li> <li><i>Initials of County Counsel performing review:</i> AN</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li><i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable</li> <li><i>If no, provide brief explanation:</i> Not applicable</li> </ol>
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	250-1920CLACKAMAS-000

## BACKGROUND:

This 4<sup>th</sup> amendment to the IGA between the Clackamas County Sheriff's Office and the Oregon State Marine Board extends the termination date to June 30, 2021 and adds funding for FY 2020-21 in the amount of \$439,881.30.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves and signs this amendment.

Respectfully submitted,

Craig Roberts,  
Sheriff

**Amendment No. 4 to IGA 250-1920CLACKAMAS-000**

This is Amendment No. 4 to IGA 250-1920CLACKAMAS-000, dated July 1, 2019, as amended from time to time ("Agreement") between the State of Oregon, acting by and through its State Marine Board ("OSMB"), and Clackamas ("County"). The referenced agreement is the 2019-2020 Law Enforcement Intergovernmental Agreement with the County of Clackamas for marine law enforcement activities. This Amendment is effective on July 1, 2020, or the date of the last signature, whichever occurs last ("Amendment Effective Date").

The Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

- 1. Section 3 of the Agreement is amended as follows:

This Agreement is effective on July 1, 2019, or the date of the last signature, whichever occurs last) ("Effective Date"), and terminates on ~~June 30, 2020~~ **June 30, 2021**, unless terminated earlier in accordance with Section 17.

- 2. Section 7 of the Agreement is amended as follows:

OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$445,324.93 **in the first year ending June 30, 2020, and \$439,881.30 in the second year ending June 30, 2021.** Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

- 3. For services performed on or after the Amendment Effective Date, Exhibit B of the Agreement is deleted and replaced with Revised Exhibit B attached here to, effective the Amendment Effective Date.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

**COUNTY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
FEID # \_\_\_\_\_

**STATE OF OREGON, acting by and through its State Marine Board**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved pursuant to ORS 291.047

By: \_\_\_\_\_  
Assistant Attorney General  
Date: \_\_\_\_\_





# Boating Safety Action Plan

for Clackamas County Sheriff's Office

FY 2020-21

Agency

Address: 2223 S Kaen Rd Oregon City OR 97045

Phone #: 503-655-8218

Contact for Questions: Sgt. Nate Thompson 503-572-7118

<b>Patrol Hours:</b>	<b>3500</b>
<b>Program Hours:</b>	<b>3260</b>
<b>Total Hours:</b>	<b>6760</b>

**Total Available Hours  
from Page 7**

**10,080.00**

## **Your 2020-21 Action Plan Overview**

Our focus in 2020-21 continues to be risk intervention. Collisions, high speed accidents, livery rentals, BUII and nav rule violations are critical. While basic compliance is still important, please briefly describe your strategies to focus your patrol efforts on risk intervention and accident prevention at your key, higher risk waterways.

Our high risk waterways continue to be the Willamette River both above and below the falls during the summer months. Interaction between pleasure boaters and PWC is a concern on the lower Willamette River. With the new rules on the upper Willamette we anticipate a influx of wake sport boats on the lower river which already has a congested mixed user groups. The upper Willamette River mostly has complaints about boat wakes and wake or towed water sports. With the possibility of updating the new rules in place on the upper Willamette River regarding the wake sport boating restriction we will have a major focus on this area over the summer months. After spending all last summer educating boater on the new rules we will have even more work re-educating them on the changes and the new towed water sports endorsement.

The Clackamas River sees very heavy traffic during the warm summer months. With five to seven thousand people floating down the river a day. Patrol of this area can be a strain on resources. We no longer have the use of a diversion program to help educate boaters on the safety equipment they need. With the reduction of the PFD fine we will be issuing citations and providing boaters with PFD's while we still have some available. We will also be looking for funding to continue purchasing PFD's so that we are able to give them to boaters who are without.

The reservoirs on the Clackamas River will continue to be patrol by Marine Patrol year round and have an increased patrols July through September through a contract with PGE.

This years Patrol hours and Program hours are the same as last year. We should have the same staffing levels this year as last. These hours only including the hours for our full time Marine Deputies. There could be more patrol hours than planned if all of the seasonal positions are filled. Additionally several of the positions are for MSO's and those are secondary officers on the boat and their hours are not counted towards the program and patrol hours.



## Annual Patrol Plan: 3500 Hours

**Expectation:** Directed patrols will prioritize risk-based interventions first, then administrative compliance. Interventions should include a full BER. Consider local operation, use patterns, seasonal risks (fishing, cold water, wind etc). Patrol plan should reference ORS/OAR (at left) pertinent to your area of operation.

**Risk Intervention**

- Local Rules  
OAR 250-020
- PFDs  
830.215
- Muffling Device  
830.260
- Sound Signaling  
830.230
- Unsafe Operation  
830.305
- Reckless Operation  
830.315
- BUll  
830.325
- Maintain Lookout  
830.335
- Nav Rules  
830.340
- Traffic Lanes  
830.345
- Riding on Bow  
830.360
- Occupy transom  
830.362
- Waterskiing/Observer  
830.365
- Boat Livery  
830.415, 420

**Compliance**

- AIS
- Boater Ed Card
- Outfitter Guide

To fulfill the directive of the Marine Board we will focus on risk-based intervention in our high risk waterways. This means there may be a drop in the number of boater contacts for basic boat inspections.

On the lower Willamette River we will focus on the area of Meldrum Bar. This area is very popular with personal water crafts. PWC's and boats, both motorized and non-motorized, in this area are often operated in close proximity to each other. Our patrol will focus on unsafe operation, fail to maintain lookout, Navigation Rules as well as rules specific to PWC's. We will utilize patrol boats as well as PWC's to patrol this area.

The upper Willamette River has complaints of congestion and excessive wakes. There were several new laws put into place last year. This year is the first year of another new law, the implementation of the towed water sport endorsement. With the new laws and possible changes mid season to last years new laws the boater will face some drastic changes that could be confusing. If this is the case we will mostly focus on education rather than enforcement. Our primary focus will be on the zones that restrict certain type of boat operation. We will still focus on areas outside of the restriction area as well, these areas are prone for congestion which leads to rules of the road violations.

The Clackamas River has a large amount of non-motorized traffic during the summer months. We have done studies showing that on hot days five to seven thousand people float between Barton Park and Carver Park. There are other areas of the river with heavy traffic but this area is by far the busiest. We will focus patrols on safety equipment such as PFD's and Sound Signaling devices as well as making sure we have compliance with the new law requiring a water way access permit.

We contract with PGE to provide patrols to their Reservoirs which includes, Estacada Lake, North Fork Reservoir, Frog Lake, Lake Harriet and Timothy Lake.

These lakes have very high use in the summer months. Most are slow speed lakes so they do not have a lot of high risk activities. North Fork reservoir is the busiest with a mixed user group. Patrols of these waterway will be focused on PFD's and other safety equipment at the ramps and on the water. On water and shore patrol will prioritize any high risk behavior.

We are currently still working with OSP Fish and Game to contact fishermen. They have a boat slip at our boat house that they are able to use. We strongly encourage Deputies to patrol with OSP so that they can learn from each other and work as a team.

## Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clackamas County Sheriff's Office

FY 2020-21

Waterways (Inland & Ocean)	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Willamette River	Above the Falls	Year	Round	Year round use both motorized and non. Very heavy use during summer months.
Willamette River	Below the Falls	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Some commercial traffic.
Clackamas River	All	Year	Round	Heavy year round use both motorized and non. Fishing traffic in winter spring and summer. Heavy non motorized use in summer months.
Sandy River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use. Use has increased due to the alcohol ban on the Clackamas River.
Molalla River	All	Year	Round	Patrol during winter and spring for fishing traffic. Summer patrol are minimal due to water level and low use.
Tualatin River	All	Year	Round	Most patrols are during the summer months. There is mixed use traffic. Low head dam on the river that we put up warning buoys for.
Pudding River	All	Year	Round	Very low use year round. Mixed motor and non motorized traffic. Most traffic is during duck and goose hunting season.
North Fork Reservoir	All	Year	Round	Most of the focus during summer months. Heavy mixed use traffic. This is a PGE reservoir.
Estacada Lake	All	Year	Round	Most of the focus during summer months. Mixed use traffic with minimal use mostly during summer months. This is a PGE Reservoir
Frog Lake	All	Year	Round	Patrol to make sure boats are not on the water. This lake has no boats allowed. This is a PGE reservoir
Lake Harriet	All	Year	Round	Mostly fishing traffic this is a PGE reservoir. New boat ramp and docks installed in 2018 so we are expecting increased traffic
Timothy Lake	All	Year	Round	Fishing traffic both motorized and non. Lake has a 10mph speed limit. There are three boat ramps on the lake and many pump outs only accessible by boat. This is a PGE reservoir
Trillium Lake	All	Year	Round	Non motorized only lake. High traffic during the summer months.
Lake Oswego	All	Year	Round	Work with Lake Oswego Lake Patrol to address problem areas



<b>Annual Program Plan</b> <b>3260 Hours</b>	
<b>Instructor Training</b>	<p><b>Expectation:</b> Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p>
	<p>Sergeant Thompson will continue to teach the OSMB PWC course that is offered at Clackamas County.</p> <p>Sergeant Thompson, Deputy Belmont and Deputy Peterson will instruct at the Academy, Drift and Jet if their attendance is needed.</p>
<b>Training</b>	<p><b>Expectation:</b> New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p>
	<p>New Marine Deputy Ross Clemson will be attending the Marine Academy, Drift and Jet operations this year.</p>
<b>Non-OSMB Training</b>	<p><b>Expectation:</b> Training as per program standards to maintain high level of police skill, performance and certifications.</p>
	<p>Deputy's will participate in all required Sheriff's Office Training. To include monthly training in firearms and defensive tactics.</p>
<b>Maintenance</b>	<p><b>Expectation:</b> Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p>
	<p>We will continue to perform basic repair and maintenance on our boats. We would like to get additional training in Rotax / Seadoo maintenance so that we can do our own maintenance on our boat with this engine and pump. We need a way to connect to the rotax engine to update maintenance and reset codes.</p>
<b>Waterway Markers</b>	<p><b>Expectation:</b> Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p>
	<p>We currently maintain and place about 20 buoys on our waterways. We currently don't have a boat with a davit so we will be adding that to one of our patrol boats. With our moving water we have to pull, drop and store all of these waterway markers and anchors.</p>




<b>Hazard Mitigation</b>	<b>Expectation:</b> Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will continue to clear waterway hazards using Sheriff's Office resources. If a hazard is unable to be cleared we will reach out to OSMB for assistance.
<b>Abandoned Boats</b>	<b>Expectation:</b> Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We do not have any abandoned boats currently in our property room but as these come in we will work with OSMB to dispose of these boats.
<b>Education</b>	<b>Expectation 1:</b> Plan and implement public outreach strategies that teach public basic on-water safety skills. <b>Expectation 2:</b> Provide directly or through partners equivalency exam opportunities in your county.
	Clackamas County works with several schools of all age levels throughout the year to educate water safety. We also attend meeting with different adult groups to talk about boating safety. We do provide equivalence exams when requested. We have 3 Deputies trained as Boat Oregon instructors.
<b>Trailing/Travel</b>	<b>Expectation:</b> Note necessary trailering and traveling times specific to your AOR.
	Several lakes in the county have to have a boat trailered to them. Some are as long as a 2 hour commute. We pick route to and from these lakes so that other waterway can be checked and patrol at the same time. We have boats inside boathouses on both the upper and lower Willamette River. These boats are trailered several times a week to be fueled and cleaned.
<b>Accident Investigation</b>	<b>Expectation:</b> Follow investigation protocols. Notify Boat Accident Investigation Team of fatal or serious accidents. Fully evaluate for BUII. Complete reports within timeframe.
	Deputy Belmont has been trained in boat accident investigation and we also have a accident reconstruction team at the Sheriff's Office if needed.
<b>Administrative</b>	<b>Expectation:</b> Office duties required for program operations.
	Most administrative duties are completed by the Sergeant but some are done by the deputies. Although administrative duties are time consuming and necessary at the Clackamas County Marine program we will attempt to do shore and river patrol everyday.
<b>HINS/Livery/Moorage Checks</b>	<b>Expectation:</b> Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We currently schedule HIN's on a regular basis and do livery and moorage checks several times a year depending on the need.

*\*Note: Programs are monitored for Road Patrol Assistance and other non-marine activities. Hours should be incidental to program. Also, avoid non-marine operations that cause overtime hours to be charged to marine funding.*

## Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff  FY 2020-21

Allocation (some may not apply)	OSMB	County/Agency Contribution
<b>LE Allocation:</b>	\$439,881.30	
<b>Boat Allocation:</b>		
<b>Special Emphasis:</b>		
<b>Total:</b> ✓	\$439,881.30	\$0.00
<b>Proposed Program Costs:</b>		
	<b>OSMB</b>	<b>County/Agency Contribution</b>
1. Personnel (Must match totals on Form A)	<b>\$439,881.30</b>	<b>\$219,039.50</b>
2. Operations and Maintenance (Must match totals on Form B)	\$0.00	\$163,723.00
3. Boat		382,762.50
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$439,881.30	<del>\$369,413.70</del>

County/Agency Authorized Representative:

  
Signature

9/5/2020  
Date

Jenna Morrison  
Typed Name

Telephone

# Boating Safety Program



## Proposed Personnel Costs – Form A

Note: “# of Hours” equals staff time dedicated to marine program. This may include overhead such as personal leave but should be proportional to their position (2080 hrs is full time). Note that total hours should be consistent with combined “Patrol” and “Program” hours on page 1.

County/Agency: Clackamas County Sheriff's <sup>+</sup> FY 2020-21

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Full Time Supervisor	Sergeant	2,080.00	\$88.71	\$184,516.80	\$128,000.00	\$56,516.80
2. Full Time Deputy	Deputy	2,080.00	\$72.41	\$150,612.80	\$120,000.00	\$30,612.80
3. Full Time Deputy	Deputy	2,080.00	\$72.41	\$150,612.80	\$120,000.00	\$30,612.80
4. 6 month Full Time Deputy	Seasonal Deputy	1,040.00	\$72.41	\$75,306.40	\$51,881.30	\$23,425.10
5. Seasonal PGE Contract Deputy	Seasonal Deputy	400.00	\$37.08	\$14,832.00	\$0.00	\$14,832.00
6. Marine Service Officer 1	MSO	600.00	\$17.10	\$10,260.00	\$0.00	\$10,260.00
7. Marine Service Officer 2	MSO	600.00	\$17.10	\$10,260.00	\$0.00	\$10,260.00
8. Marine Service Officer 3	MSO	600.00	\$17.10	\$10,260.00	\$0.00	\$10,260.00
9. Marine Service Officer 4	MSO	600.00	\$17.10	\$10,260.00	\$0.00	\$10,260.00
10.				\$0.00		
11.				\$0.00		
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
<b>21. Sub-Total (lines 1 thru 20)</b>		10,080.00		\$616,920.80	\$419,881.30	\$197,039.50
<b>22. Overtime (cannot exceed 5% of OSMB's amount on line 21)</b>					\$20,000.00	\$22,000.00
<b>23. Total Proposed Personnel Costs (lines 21 + 22)</b>					\$439,881.30	\$219,039.50

70/30  
80/20  
80/20  
70/30



# Boating Safety Program

## Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas County Sheriff  FY 2020-21

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
<b>A. Fuel:</b> Vehicle    9,000.00    gallons @ \$    \$3.00    per gallon Boat        6,000.00    gallons @ \$    \$3.00    per gallon <div style="text-align: right; margin-top: 10px;"><b>Subtotal of A:</b></div>	      	      	      
<b>B. Vehicle Lease</b>			
<b>C. Moorage</b>	\$12,208.00		\$12,208.00
<b>D. Expendable Supplies – (\$500 max/each item) specify:</b> 1. Materials and Services 2. 3. 4. <div style="text-align: right; margin-top: 10px;"><b>Subtotal of D:</b></div>	      	      	      
<b>E. Maintenance – Refer to your 20-21 maintenance service plan, enter data below:</b> Identify by OR # and make: 1. Total Maintenance budget for all boats 2. <i>See attached maintenance schedule</i> 3. 4. 5. 6. <div style="text-align: right; margin-top: 10px;"><b>Subtotal of E:</b></div>	      	      	      
<b>F. Insurance – (specify Insurance Company &amp; policy #):</b> Hartford Fire Insurance Policy #520MKA7840	  	  	  
<b>G. Non-OSMB Training – specify:</b> 1. 2. 3. 4. <div style="text-align: right; margin-top: 10px;"><b>Subtotal of G:</b></div>	     	     	     

<b>H. Training Attending-- specify:</b>			
1. Drift:			
2. Jet:			
3. Academy:			
4. Other: Total Training budget for Marine Board Training	\$6,155.00		\$6,155.00
<b>Subtotal of H:</b>	\$6,155.00	\$0.00	\$6,155.00
<b>I. Other – specify:</b>			
1. County Allocation Charges	\$33,068.00		\$33,068.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
<b>Subtotal of I:</b>	\$33,068.00	\$0.00	\$33,068.00
<b>Subtotal:</b>	\$163,723.00	\$0.00	\$163,723.00





**Clackamas County Fleet Service Plan - 2020**

**Maintenance Budget** (*inputted in Action Plan, Form B, Section E*)

When estimating the maintenance budget it is important to review the following:

- 1) Current engine hours
- 2) Maintenance item, service, and interval charts provided in this plan
- 3) Projected platform usage for the budget period
- 4) Actual maintenance costs from previous years
- 5) Maintenance records in the OMLEAR database under *Reports: Patrol Boat Service History*

**Action Plan – 2019 Maintenance Review**

- 1) Maintenance records and reporting is good. No suggestions at this time.

If you have questions about this maintenance service plan or the action plan please contact **Brian Paulsen** at 503-378-2610 or email: [brian.paulsen@oregon.gov](mailto:brian.paulsen@oregon.gov). The following are required maintenance items with service intervals based on marine law enforcement use.

**2019 River Wild – OR 740 XCX**

**Engine - Propulsion: Rotax 250 ECT Supercharged 240 HP**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Supercharger Clutch	CHANGE	200 HRS
Exhaust System	CLEAN - FLUSH	1 YR
Coolant Hoses	INSPECT	1 YR
Engine Coolant	CHANGE	300 HRS - 5 YRS
Fuel Tanks & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	200 HRS - 2 YRS
Ignition Coil Seals	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT - LUBE	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR



**2016 River Wild – OR 725 XCX**

**Engine - Propulsion: Yanmar 8 LV Diesel – Hamilton HJ241**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	100 HRS
Engine Coolant	CHANGE	250 HRS
Seawater Impeller	INSPECT - REPLACE	250 HRS
Air Filter – Intake Silencer	INSPECT - CLEAN	250 HRS
Fuel Filter Element	REPLACE	250 HRS
Fuel - Water Separator	DRAIN	50 HRS
Belts	INSPECT - REPLACE	1 YR
Heat Exchanger – Cooling System Passages	INSPECT - CLEAN	1 YR
Turbo-charger	INSPECT – CLEAN	250 HRS
Zinc Anodes – Pump & Engine	INSPECT - REPLACE	1 YR
Reverse Cylinder Shaft	GREASE	100 HRS
Main Jet Thrust Bearing	GREASE	10 HRS
Jet Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

**2019 Yamaha VXR – OR 751 XCX**

**Engine - Propulsion: Yamaha 1812cc**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	50 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Valve Adjustment	SERVICE	200 HRS
Cooling System	CLEAN - FLUSH	1 YR
Coolant Hoses/Strainers	INSPECT - CLEAN	1 YR
Fuel Tank Water Separator	DRAIN	50 HRS - 1 YR
Air Filter Element	INSPECT - CHANGE	1 YR
Steering Cable, Reverse and Trim Rods	LUBRICATE	1 YR
Fuel Tank & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	100 HRS
Reverse Shift Gate	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Bearings & Tires	INSPECT	1 YR



**2019 Yamaha VXR – OR 752 XCX**

**Engine - Propulsion: Yamaha 1812cc**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	50 HRS - 1 YR
Anti-Corrosion Spray	LUBRICATE	1 YR
Valve Adjustment	SERVICE	200 HRS
Cooling System	CLEAN - FLUSH	1 YR
Coolant Hoses/Strainers	INSPECT - CLEAN	1 YR
Fuel Tank Water Separator	DRAIN	50 HRS - 1 YR
Air Filter Element	INSPECT - CHANGE	1 YR
Steering Cable, Reverse and Trim Rods	LUBRICATE	1 YR
Fuel Tank & Hoses	INSPECT	1 YR
Spark Plugs	REPLACE	100 HRS
Reverse Shift Gate	LUBRICATE	1 YR
Steering Components	INSPECT	1 YR
Propulsion System	INSPECT	1 YR
Sacrificial Anode	INSPECT	1 YR
Trailer Bearings & Tires	INSPECT	1 YR

**2016 Bad Cat – OR 926 XX**

**Engine - Propulsion: cataraft w/o motor**

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR

**2016 Bad Cat – OR 927 XX**

**Engine - Propulsion: cataraft w/o motor**

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR





**2007 North River – OR 396 XCX**

**Engine - Propulsion: Marine Power 6.0L – Hamilton HJ212**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	50 HRS
Engine Coolant	CHANGE	2 YRS
Spark Plugs	INSPECT - CLEAN	1 YR
Fuel Filter (G Force)	REPLACE	1 YR
Flame Arrestor	CLEAN	100 HRS
Belts	INSPECT	1 YR
Spark Plug Wires	INSPECT	1 YR
Breather Hoses	CLEAN	1 YR
Starter Bendix	GREASE	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Main Jet Thrust Bearing	GREASE	10 HRS
Annual Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

**2009 Thunder Jet – OR 402 XCX**

**Engine - Propulsion: Mercury Sport Jet 200 HP**

ITEM	SERVICE	INTERVAL
Bilge Siphon Hose	INSPECT - CLEAN	10 HRS
Drive Housing Lubricant	REPLACE	1 YR
Stator Assembly Lubricant	REPLACE	1 YR
Fuel Filter (In-Line)	REPLACE	1 YR
Fuel Water Separator	REPLACE	1 YR
Compressor Air Filter	REPLACE	1 YR
Spark Plugs	INSPECT	100 HRS
Belts	INSPECT	1 YR
Belt Tensioner	LUBE	1 YR
Impeller Shaft	GREASE	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Reverse Gate Bushings	INSPECT	1 YR
Cooling System	FLUSH	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR



**2007 North River – OR 384 XCX**

**Engine - Propulsion: Marine Power 6.0L – Hamilton HJ212**

ITEM	SERVICE	INTERVAL
Engine Oil & Filter	CHANGE	50 HRS
Engine Coolant	CHANGE	2 YRS
Spark Plugs	INSPECT - CLEAN	1 YR
Fuel Filter (G Force)	REPLACE	1 YR
Flame Arrestor	CLEAN	100 HRS
Belts	INSPECT	1 YR
Spark Plug Wires	INSPECT	1 YR
Breather Hoses	CLEAN	1 YR
Starter Bendix	GREASE	1 YR
Heat Exchanger	INSPECT - CLEAN	1 YR
Zinc Anodes	INSPECT - CLEAN	1 YR
Main Jet Thrust Bearing	GREASE	10 HRS
Annual Pump Tear-Down	INSPECT - CLEAN	1 YR
Trailer Brakes and Bearings	INSPECT	1 YR
Trailer Tires	INSPECT	1 YR

**2009 Sotar**

**Engine - Propulsion: raft w/o motor**

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR

**2004 Sotar**

**Engine - Propulsion: cataraft w/o motor**

ITEM	SERVICE	INTERVAL
UV Coating - 303 AP	APPLY	1 YR
Valve Gaskets	INSPECT - CLEAN	1 YR
Frame & Straps	INSPECT	1 YR
Anchor Rope	INSPECT	1 YR
Anchor Pulley System	INSPECT - LUBE	1 YR
Oars and Oar Locks	INSPECT	1 YR



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

December 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Accept a Grant from  
Oregon Impact for reimbursement related to  
Pedestrian Safety Enforcement

<b>Purpose/Outcome</b>	Funds received by Oregon Impact will reimburse the Sheriff's Office for FFY 2020-21 expenditures related to pedestrian safety enforcement activities
<b>Dollar Amount and Fiscal Impact</b>	The total grant award amount is \$6,000
<b>Funding Source</b>	The funds come to the County via a grant award from Oregon Impact
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The project period is 10/01/2020 – 09/30/2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved prior awards granted by Oregon Impact for this purpose
<b>Counsel Review</b>	1. <i>Date of Counsel review:</i> 11/24/2020 2. <i>Initials of County Counsel performing review:</i> AN
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	None

## BACKGROUND:

Funds awarded via this grant reimburse the Sheriff's Office for pedestrian safety enforcement operations. These operations are conducted at or near pedestrian crossing locations to detect and respond to motorist and pedestrian violations. The award period is on a federal fiscal year from 10/01/2020 – 09/30/2021.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners signs and approves this grant agreement between the Clackamas County Sheriff's Office and Oregon Impact.

Respectfully submitted,

Craig Roberts,  
Sheriff



**OREGON IMPACT**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)  
Pedestrian Safety Enforcement Grant  
Clackamas County Sheriff's Office

This Transportation Safety Division Grant Agreement ("Agreement") is made by Oregon Impact hereinafter referred to as Grantor and Clackamas County Sheriff's Office, hereinafter referred to as Agency, Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
- The Agreement Terms and Conditions set forth herein
- Exhibit A Project Description
- Exhibit B ODOT Grant Budget and Cost Sharing
- Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$6000.00** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval. [RESERVED].**

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.** ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.).

Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements



of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 10. Records Maintenance and Retention.

### a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## 11. Sub-agreements.

~~**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.~~

~~**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:~~

- ~~(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;~~
- ~~(ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Sucontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;~~
- ~~(iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and~~

(iv) ) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

"Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

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

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

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



- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
- (ii) Grantee fails to cure any performance as provided in Section 12.c;
- (iii) Grantee fails to perform any other obligation required under this Agreement; or
- (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the

State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee: Clackamas County Sheriff's Office  
Project Director: Sean Collinson

Pass Through Entity/Grantor: Oregon Impact  
Project Director: Janelle Lawrence

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but

not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

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

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

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

GRANTOR: OREGON IMPACT

BY: \_\_\_\_\_

Janelle Lawrence, Executive Director

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

GRANTEE: PROJECT DIRECTOR

BY:  \_\_\_\_\_

Print Name: Sean Collinson

Date: 10/07/2020 \_\_\_\_\_

GRANTEE: DESIGNATED ALTERNATE

BY:  \_\_\_\_\_

Print Name: CHRIS CATE \_\_\_\_\_

Date: 10-15-2020 \_\_\_\_\_

GRANTEE: AUTHORIZING OFFICIAL

BY: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

## EXHIBIT A

### Pedestrian Safety Enforcement Grant

Agency agrees that the principal purpose of this agreement is to conduct pedestrian safety enforcement operations. Definition: A pedestrian safety operation is an intensive direct team law enforcement activity conducted at or near pedestrian crossing locations within specific time frames. The team generally will include an observer/recorder, a decoy pedestrian, and an adequate number of chase LEO's to maximize the number of violator contacts to detect both motorist and pedestrian violations. Although the primary focus of the operations are specific pedestrian-related violations, any observed safety related Vehicle Code violation may be addressed.

Initiate HVE news media; press releases, radio interviews, etc., informing the public what the PSE's are about. Both pre and post media notification is required.

In participating months, complete the data entry into Badge Data and submit an Oregon Impact PSE Activity Report. The pre and post media releases for each enforcement will also be uploaded into Badge Data, prior to submitting the agencies monthly claim. Claims should be submitted to Oregon Impact by the 15th of the following month when participating in a PSE deployment.

At the end of the grant year with your agencies final claim, you will be required to complete an PSE Grant Final Report and Evaluation on behalf of your agency.

Agencies receiving these funds will ensure that a current and active LEO has attended the PSE training course within the past three (3) years of working the grant.

In the interest of fairness and to support a defensible citation the agency will:

- Measure out the required stopping distance and add 10 miles an hour to the stopping distance provided.
- Add additional reaction time (2 seconds).
- Decoy pedestrian will use due care and will wear visible clothing.
- Notify the media in advance with the time, date, and location of the PSE operation.
- Invite the media.
- Use video cameras to tape the operation, if possible.
- Conduct the operation during daylight hours, in good weather.

Only actual LEO overtime pay rates will be reimbursed to the grantees in their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted. In addition, match time is required by the Agencies participating in this grant in the amount of twenty percent (20%) of the amount awarded.



**EXHIBIT B**

**BUDGET AND COST SHARING**

**Federal Award Project Description: Pedestrian Safety Enforcement**

Clackamas County Sheriff's Office has been awarded a total of \$6000.00 in Pedestrian Safety Enforcement Grant dollars for FFY\_2020/2021 and agrees to fulfill the requirement of the grant listed above in Exhibit A.

Actual LEO overtime pay rates will be reimbursed to the grantee through their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted.

**Grantee Agency Information**

Grantee/Subrecipient: Clackamas County Sheriff's Office  
Project Director: Sean Collinson

Signature:

  
\_\_\_\_\_

(the person signing claim(s) for reimbursement must have the Designated Alternate sign instead if they received any compensation from the grant, i.e., overtime pay, travel reimbursement, etc.)

Title: Lieutenant

Phone: 503-785-5083

Mailing address: 2223 Kaeth Rd  
Oregon City, OR 97045

Email address: chris.cat@clackamas.co



**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
 a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
 b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.



**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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;
- b. 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;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients 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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

- a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Certification*

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction, civil judgment, debarment, suspension, ineligible, , participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County Sheriff's Office
2. Subrecipient unique entity identifier (e.g. DUNS number): 09-699-2656
3. Federal Award Identification Number (FAIN): 69A3751830000405hORO
4. Federal Award Date: October 1, 2020
5. Sub-award Period of Performance Start and End Date: From October 1, 2020 to September 30, 2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$6000.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement \*\* \$46,000.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$46,000.00
9. Federal award project description: Statewide pedestrian safety enforcement (PSE) operations overtime mini -grant program to Oregon law enforcement agencies, to also include operations, training and evaluation, and diversion classes as applicable.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: Oregon Impact
  - (c) Contact information for awarding official of the pass-through entity: Janelle Lawrence
11. Assistance Listing (CFDA) Number and Name: 20.616 State and Community Highway Safety.  
Amount \$6000.00
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0.00%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Oregon Impact .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current 2021 fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that: Grantee is a subrecipient.





CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

December 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Accept a Grant from  
Oregon Impact for reimbursement related to  
Driving Under the Influence of Intoxicants High Visibility Enforcement

<b>Purpose/Outcome</b>	Funds received by Oregon Impact will reimburse the Sheriff's Office for FFY 2020-21 expenditures related to Driving Under the Influence of Intoxicants High Visibility enforcement activities
<b>Dollar Amount and Fiscal Impact</b>	The total grant award amount is \$20,000
<b>Funding Source</b>	The funds come to the County via a grant award from Oregon Impact
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The project period is 10/01/2020 – 09/30/2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved prior awards granted for this purpose
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li><i>Date of Counsel review:</i> 11/24/2020</li> <li><i>Initials of County Counsel performing review:</i> AN</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li><i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable</li> <li><i>If no, provide brief explanation:</i> Not applicable</li> </ol>
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	None

**BACKGROUND:**

Funds awarded via this grant reimburse the Sheriff's Office for Driving Under the Influence of Intoxicants High Visibility Enforcement operations. The Clackamas County Sheriff's Office joins agencies throughout Oregon conducting these high visibility operations. The operations provide a visible presence to deter motorists from driving while under the influence of intoxicants. These operations are conducted on 12/16/2020 – 01/02/2021 and on 08/18/2021 – 09/06/2021. The award period is on a federal fiscal year from 10/01/2020 – 09/30/2021.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners signs and approves this grant agreement between the Clackamas County Sheriff's Office and Oregon Impact.

Respectfully submitted,

Craig Roberts,  
Sheriff

*"Working Together to Make a Difference"*



## OREGON IMPACT

Transportation Safety Division Grant Agreement  
(Federal Funded only)  
Driving Under the Influence of Intoxicants High  
Visibility Enforcement Grant  
Clackamas County Sheriff's Office

This Transportation Safety Division Grant Agreement ("Agreement") is made by Oregon Impact hereinafter referred to as Grantor and Clackamas County Sheriff's Office, hereinafter referred to as Agency, Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

### Agreement Terms and Conditions

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR §  
200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$20,000.00** (the "Grant Funds") for eligible costs of the Project.

### 4. Project.

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least

six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

### c. Conditions of Project Approval. [RESERVED].

## 5. Grant Funds.

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

### d. Conditions Precedent to Reimbursement.

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the

National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee

must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.).

Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures, course, workshop and conference announcements, and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or



reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35

days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## 10. Records Maintenance and Retention.

### a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are

directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## 11. Sub-agreements.

~~**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.~~

~~**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:~~

- ~~(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;~~
- ~~(ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;~~
- ~~(iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and~~



regulations pertaining to copyrights and rights in data; and  
(iv) Any additional requirements imposed by federal law and set forth in Exhibit C, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

- c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:
- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
  - (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
  - (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
  - (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
  - (v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**  
(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide

that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.  
(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Section 6.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:  
(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;  
(ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or  
(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or  
(iv) The Project would not produce results commensurate with the further expenditure of funds; or  
(v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or  
(vi) Grantee is in default under any provision of this Agreement.  
**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice

of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

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

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;

(ii) Grantee fails to cure any performance as provided in Section 12.c;

(iii) Grantee fails to perform any other obligation required under this Agreement; or

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

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;

(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work



performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee: Clackamas County Sheriff's Office  
Project Director: Steve Steinberg

Pass Through Entity/Grantor: Oregon Impact  
Project Director: Janelle Lawrence

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders

and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

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

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

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

GRANTOR: OREGON IMPACT

BY: \_\_\_\_\_

Janelle Lawrence, Executive Director

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

GRANTEE: PROJECT DIRECTOR

BY: \_\_\_\_\_

Print Name: Steve Steinberg

10.22.20



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

GRANTEE: DESIGNATED ALTERNATE

BY: Chris Cate

Print Name: CHRIS CATE

Date: 10-27-2020

GRANTEE: AUTHORIZING OFFICIAL

BY: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

## EXHIBIT A

### Driving Under the Influence of Intoxicants High Visibility Enforcement Grant

Agency agrees to participate in the two (2) NHTSA pre-determined HVE national events statewide with other Oregon agencies; Christmas 2020/New Year 2021 (12/16/2020 -1/2/2021) and Labor Day 2021 (8/18/2021-9/6/2021). Additional events are optional: Super Bowl, St. Patrick's Day, 4-20 day, Cinco de Mayo, Memorial Day, 4th of July, Hash Oil Holiday, or other local event priority opportunities that your agency might have when planning for the year.

Initiate HVE news media; press releases, Facebook, radio interviews, scheduling ride-along, etc., informing the public what the HVE's are about. Both pre and post media notification is required for HVE events.

In participating months, complete the reporting data entry into *Badge Data* and submit an Oregon Impact DUll Overtime Enforcement Claim monthly. The individual LEO reports for each shift and also copies of the pre and post media releases for HVE events will be uploaded into *Badge Data*, prior to submitting the agencies monthly claim. Claims should be submitted to Oregon Impact by the 15th of the following month.

Agencies receiving these funds will ensure that all law enforcement officers participating in this grant have received SFST, DRE or ARIDE training or attended a SFST refresher training course within the past three (3) years of working the grant.

Only actual LEO overtime pay rates will be reimbursed to the grantees in their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted. In addition, match time is required by the agencies participating in this grant in the amount of twenty percent (20%) of the amount awarded.

**EXHIBIT B**

**BUDGET AND COST SHARING**

**Federal Award Project Description: Driving Under the Influence**

Clackamas County Sheriff's Office has been awarded a total of \$20,000.00 in DUII High Visibility and Sustained Overtime Grant dollars for FFY\_2020/2021 and agrees to fulfill the requirement of the grant listed above in Exhibit A.

Actual LEO overtime pay rates will be reimbursed to the grantee through their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted.

**Grantee Agency Information**

Grantee/Subrecipient: Clackamas County Sheriff's Office  
Project Director: Steve Steinberg

Signature:

Chris Cate CHRIS CATE

(the person signing claim(s) for reimbursement must have the Designated Alternate sign instead if they received any compensation from the grant, i.e., overtime pay, travel reimbursement, etc.)

Title: Lieutenant

Phone: 503-793-0031

Mailing address: 2223 Kaen Rd

Oregon City, OR 97045

Email address: chriscat@clackamas.us



**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

*Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds*

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

**2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed



by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

**a.** The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
**a.** To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;  
**b.** Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.



**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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;

**b.** 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;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients 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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions*

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Instructions for Lower Tier Certification*

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

**8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:*

**1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

**2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



## EXHIBIT D

### INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\*

#### Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County Sheriff's Office
2. Subrecipient unique entity identifier (e.g. DUNS number): 09-699-2656
3. Federal Award Identification Number (FAIN): 69A37518300001640R1
4. Federal Award Date: October 1, 2020
5. Sub-award Period of Performance Start and End Date: From October 1, 2020 to September 30, 2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$20,000.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$46,000.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$46,000.00
9. Federal award project description: This grant program is for DUII overtime enforcement to be conducted by agencies throughout the state. Approximately 74 agencies covering over 80% of the state's population will receive overtime funds for FFY2020. Agencies participating in High Visibility Enforcement events will provide DUII-specific patrols at designated high-incidence windows for impaired driving, this grant also allows for flexibility to accommodate local community events that can be designated as high impaired-driving risks.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: Oregon Impact
  - (c) Contact information for awarding official of the pass-through entity: Janelle Lawrence
11. Assistance Listing (CFDA) Number and Name: 20.608 Minimum Penalties for Repeat Offenders for Driving While Intoxicated (164 DUII grants) Amount \$20,000.00
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0.00%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Oregon Impact .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current 2020 fiscal year.

#### Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that: Grantee is a subrecipient.

**Office of the County Treasurer**Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

December 17, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Clackamas County Investment Policy

Purpose/Outcomes	Provides investment framework for Clackamas County investment portfolio.
Dollar Amount and Fiscal Impact	None.
Funding Source	None.
Duration	Effective upon approval
Previous Board Action	The Board last reviewed and approved this policy on January 16, 2020.
Strategic Plan Alignment	Build public trust through good government.
Counsel Review	Not applicable.
Procurement Review	Not applicable. The item is not a contract, IGA, lease or other similar agreement that requires procurement review.
Contact Person	Brian Nava, Treasurer 503-742-5995 and <a href="mailto:bnava@clackmas.us">bnava@clackmas.us</a>
Contract No.	None.

**Background:**

The Clackamas County Investment Policy provides the framework for the investment of the County's public funds by the Treasurer's office. The County chooses to purchase investments with a maturity between 0 and 36 months. The Oregon Short Term Fund Board requires annual adoption of the plan by the Board of County Commissioners. No changes in substance have been made to the policy from the previous version reviewed.

**Recommendation:**

We respectfully recommend that the Board approve the Clackamas County Investment Policy.

Respectfully submitted,

Brian T. Nava  
Clackamas County Treasurer



Brian T. Nava  
County Treasurer

**Office of the County Treasurer**

Public Services Building  
2051 Kaen Road, Suite 460 | Oregon City, OR 97045

# Clackamas County

## Office of the Treasurer

### Investment Policy

2051 Kaen Rd, #460

Oregon City, Oregon 97045

503-742-5990 FAX 503-742-5996

[bnava@clackamas.us](mailto:bnava@clackamas.us)

# Clackamas County Investment Policy

## I. Objectives:

The primary objectives of investment activities shall be safety, liquidity, and yield:

### **Safety:**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

Credit Risk: Clackamas County will minimize credit risk, the risk of loss due to the financial failure of the security issuer or backer, by:

- Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which Clackamas County will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc.

Interest Rate Risk: Clackamas County will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.
- Diversifying the portfolio by maturity dates to mitigate the impact of reinvestment risk.



## **Liquidity:**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

## **Yield:**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of lesser importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities are generally held to maturity unless declining credit or liquidity needs warrant a pre-maturity sale.

## **II. Scope:**

This policy applies to the investment of both short-term operating funds and long-term capital funds including bond proceeds and bond reserve funds. This policy applies to all component units of Clackamas County unless specific, written exclusion has been granted by the County Treasurer and the unit has a policy which has been adopted by the Board of Commissioners and submitted to the Oregon Short Term Fund Board.

Investments of employees' retirement funds, deferred compensation plans, and other funds are not covered by this policy.

## **III. Standards of Care:**

### **Prudence:**

The standard of care to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers are appointed by the County Treasurer. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

**Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers and their families shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Clackamas County. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in Oregon Revised Statutes (ORS) 244.

**Delegation of Authority:**

**Treasurer:** Authority to manage the investment program is granted to the publicly elected County Treasurer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction without approval of the Treasurer.

**Deputy Treasurer:** Administration of the investment program is hereby delegated to the Deputy Treasurer, who under the direction and supervision of the Treasurer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

## **IV. Safekeeping and Custody:**

Purchased investment securities will be delivered by Fed book entry, DTC, or physical delivery and to the extent feasible, held in third party safekeeping with a designated custodian. The trust department of a bank may be designated as custodian for safekeeping specific securities. The custodian shall issue a safekeeping receipt to Clackamas County listing the specific instrument, selling broker/dealer, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information.

## **V. Accounting Method:**

### **Accounting Standards:**

The Clackamas County Treasurer's Office shall comply with required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the Government Accounting Standards Board (GASB).

### **Investment Return:**

Investment returns are calculated as total return, including interest earned, premiums, discounts and appreciation or depreciation of investment values. Investment return for purposes of benchmarking against performance indicators will be compared on a total portfolio basis.

### **Investment Costs:**

Investments will be carried at par. Losses on the sale of investments will be recognized at time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities.

### **Investment Fee:**

Where allowable, an investment fee of 0.01% of portfolio par value may be deducted from interest earned and credited to the County General Fund each month. After deducting the investment fee, interest earnings will be credited as of the last day of each month to the funds from which the investment was made based on the average daily balance in the fund.

## **VI. Internal Controls:**

The Treasurer is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of Clackamas County from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuations of costs and benefits require estimates and judgments by management.

The internal controls shall address, at a minimum, the following points:

- Control of collusion (to the extent reasonable and feasible).
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Wire transfer and ACH agreements.
- Compliance and oversight with investment parameters including diversification and maximum maturity.

## **VII. Reporting Requirements:**

### **Reports to Governing Body:**

The Clackamas County Treasurer will make available a monthly report to the County Commissioners, the County Administrator, and the directors of all component units. This report will include but not necessarily be limited to: Portfolio activity, instruments held, market valuation, as well as any narrative necessary for adequate clarification.

### **Management Reports:**

The investment officer or officers shall maintain up-to-date computer reports of portfolio activity providing reports which are timely and available both daily and weekly.



## **VIII. Investment Policy Adoption:**

This Investment Policy will be formally adopted by the Clackamas County Board of Commissioners, and will be readopted annually even if there are no changes.

Maximum investment maturity under this policy is 36 months. As required, this investment policy was previously submitted to the Oregon Short Term Fund (OSTF) Board for comment prior to its approval by the Clackamas County Board of Commissioners, and complies with the requirements of ORS 294.135.

## **IX. Qualified Financial Institutions:**

### **Providers of Investment Services:**

The Treasurer will maintain a list of all authorized Broker/Dealers and Financial Institutions authorized to provide investment services. To qualify for the list they must be an approved security Broker/Dealer selected by credit worthiness that is authorized to provide investment services in the State of Oregon.

These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposits exceeding federal insurance limits shall be made except in a qualified public depository as established by the State of Oregon or as otherwise allowed by ORS 295.

### **Broker/Dealer Questionnaire:**

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following information:

- Audited financial statement.
- Proof of National Association of Security Dealers certification.
- Proof of state registration.
- Completed Broker/Dealer Questionnaire.
- Certification of having read and understood the Clackamas County Investment Policy.

### **Firm Approval:**

After due consideration and approval, the firm may be added to the list. The Treasurer will conduct a periodic review of the financial condition and registration requirements of qualified Broker/Dealers. Preferably, firms shall have a local office and Registered Representative in Oregon. However, the County will not exclude Broker/Dealers located outside the state as long as they are licensed in Oregon and meet all other qualifications.

An updated Broker/Dealer Questionnaire will be mailed to each firm periodically, and should be completed and returned to the Treasurer's office. Failure to complete the updated questionnaire may lead to removal from the approved list.

Additions or deletions to the list will be made at the Treasurer's discretion.

## **X. Suitable and Authorized Investments**

**The following investments will be permitted by this policy, ORS 294.035, ORS 294.040 and 294.810:**

- U.S. Treasury Obligation (bills, notes and bonds)
- U.S. Government Agency Securities and Instruments of Government Sponsored Corps (e.g. US Agency Obligations)
- Banker's Acceptances (BA's) from qualified institutions
- State of Oregon Investment Pool (e.g. Oregon Short Term Fund)
- Qualified Certificates of Deposits (CD's), Savings Accounts and Institution Time Deposits  
(Subject to ORS 295 collateralization)
- Repurchase Agreements
- State and Local Government Securities (e.g. municipal debt)
- Corporate Indebtedness

## XI. Portfolio Diversification

Diversification will be sought within the following guidelines with the purpose of reduction of overall portfolio risk while attaining market average rates of return. The investments shall be diversified by investment type, issuer and maturity.

Diversification will be measured on a total portfolio basis. Diversification within individual portfolios may deviate from the total portfolio requirements due to liquidity requirements.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer, investment type or maturity may be exceeded at a point in time subsequent to the purchase of a particular security. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future liquidations are made.

### Diversification by Type and Issuer:

<u>Security</u>	<u>% limitation of total portfolio</u>
US Treasury	No Limit
US Government Agencies	No limit 50% in any single Government Sponsored Enterprise
State of Oregon Investment Pool	50% of total portfolio, or the maximum imposed by statute
Certificates of Deposit	50% of total portfolio 25% in any single qualified financial institution
Banker's Acceptances	50% of total portfolio 25% in any single qualified financial institution
Commercial Paper and Corporate Notes	35% of total portfolio, per ORS 294.035 5% in any one corporation, their subsidiaries or affiliates
State and Local Government Securities	25% of total portfolio
Repurchase Agreements	25% of total portfolio 10% in any single qualified financial institution

**Diversification by Maturity:**

Maturity limitations shall depend upon whether the funds being invested are considered short term or long term funds. All funds shall be considered short term except those reserved for capital projects (e.g. bond sale proceeds) and special assessment repayments being held for debt retirement.

- **Short Term Portfolio (maturity up to 3 years):**

Investment maturity for operating funds shall be scheduled to coincide with projected cash flow needs and timed to comply with the following guidelines:

Maturity will be laddered to provide for interest rate fluctuations and to minimize investment interest rate risk. Careful monitoring of interest rate fluctuation will provide a basis for evaluating risk and return.

1 to 90 day maturity	Minimum of 25% of total portfolio
1 to 365 day maturity	No limit
12 months to 24 months maturity	Maximum of 40% of total portfolio
24 months to 36 months maturity	Maximum of 30% of total portfolio

- **Long Term Portfolio (Capital Projects and Special Assessment Repayments):**

Maturity scheduling shall be timed according to anticipated need. For example, investment of capital project funds shall be timed to meet projected contractor payments. Investment of prepaid assessment funds shall be tied to bond payment dates, after cash flow projections are made using a forecasting model which considers prepayment rate, delinquency rate, interest on bonds, and income on investments.

The investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the most restrictive parameters of this policy and the applicable bond covenants and tax laws.



This investment policy has been submitted for review by the OSTF Board as specified above and in accordance with ORS 294.135(1) (a), debt service reserves may be invested to a maturity date not exceeding five years. Otherwise debt service reserves shall not be invested to a maturity date exceeding one year.

## **XII. Bids and Offers**

Before any security purchase or sale is initiated, the Investment Officer(s) shall first determine the appropriateness of seeking competitive bids or offers. Such factors to consider include where the securities are held, the size of the transaction, and the term to maturity. When required by tax laws or bond covenants competitive bids and offers shall always be sought for security purchases and sales of bond funds.

## **XIII. Collateralization:**

All bank deposits shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.

Certificates of Deposit are considered investments under this policy, and are subject to the collateral requirements of ORS Chapter 295, except those specifically exempted under ORS 295.004.

ORS 294.035(3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short-Term Fund (OSTF) Board. On January 22, 2019, the OSTF Board adopted the following margins via their OSTF Board Sample Policy for Local Governments:

US Treasury Securities: 102%

US Agency Discount and Coupon Securities: 102%

Mortgage Backed and other: 103%

\*Limited to those securities described in ORS 294.035(1)

## **XIV. Performance Indicators:**

The performance of the County's portfolio shall be measured against the performance of the relevant alternative investments and comparative bond indexes. The performance of the portfolio should be compared to the performance of alternative investments such as:

- Oregon Local Government Investment Pool,
- 90-day Treasury bill rate,
- Certificates of deposit,
- Bond indices with similar risk profiles (e.g. Bond indexes comprised of high grade investments and maximum maturities of three years),
- Other municipalities,
- Any other indices the Treasurer deems appropriate.

As deemed appropriate, when comparing performance, consider all fees and expenses involved with managing the portfolio in the computation of the portfolio's rate of return.

It is pertinent to note that alternative investments, such as the Oregon Local Government Investment Pool (LGIP), are less restrictive than the constraints the County is required to follow via ORS 294 and this investment policy. Thus, when reviewing the performance of the portfolio, the goal of the County should not be to maintain an annualized yield that is equal to the alternative investments outlined above, but to have a measure that is comparable.

For example, an annualized yield that is not more than ½ percent (0.5%) lower than the Oregon LGIP and is not less than ¼ percent (0.25%) higher than the 90 day Treasury Bill yield.

## **XV. Securities Lending:**

Pursuant to a formal securities lending policy, the Treasurer may enter into agreements to lend, for compensation, certain investments under a formal security lending agreement. At this time, the Treasurer has no agreements for security lending services, and no Clackamas County Securities Lending Policy is in place.

## **XVI. Additional Documents**

Other documents may be used in conjunction with this policy, and are available from the Treasurer's office upon request.