



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

July 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division for the Community Diversion Program**

<b>Purpose/Outcomes</b>	This IGA between the State of Oregon, by and through the Oregon Department of Education Youth Development Division, and Clackamas County for Juvenile Crime Prevention Funding
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$452,840.00
<b>Funding Source</b>	State of Oregon
<b>Duration</b>	Effective July 1, 2019 through June 30, 2021
<b>Previous Board Action</b>	IGA for 2017-19 signed by the Board on 11/22/17 Agenda Item E.1
<b>Strategic Plan Alignment</b>	1. Provide intervention, accountability and support services to youth referred to the Department so they can stop committing offenses, understand the impact of their actions, repair harm and make positive change. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved 7/3/19
<b>Contact Person</b>	Ed Jones, Administrative Services Manager – 503-650-3169
<b>Contract No.</b>	11086

**BACKGROUND:**

Attached is an Intergovernmental Agreement provided by the State of Oregon, through the Oregon Department of Education Youth Development Division to the County to provide funds for Community Diversion Program Services. Low risk/Low level first-time offenders are sent to Community Diversion Programs within their city of residence. This allows the youth to be held accountable in his/her community, and to give back. Community Diversion Programs are an important first step in our continuum of service levels holding youth accountable for their behavior.

**RECOMMENDATION:**

Staff recommends the Board approval to apply for the renewal of the attached Intergovernmental Agreement

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

## Amendment No. 1 to Intergovernmental Agreement No. 11086

This is Amendment No. 1 to Intergovernmental Agreement No. 11086, effective **July 1, 2017**, as amended from time to time (the "Agreement"), between the State of Oregon, acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Clackamas County** ("County"). This Amendment is effective on **July 1, 2019** ("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 6** of the Agreement is hereby amended as follows:

### **SECTION 6: COMPENSATION AND PAYMENT TERMS**

#### **EXPENSE REIMBURSEMENT SUBJECT TO A CAP**

Agency shall reimburse County, up to but not in excess of **\$864,512.00 consisting of an amount not to exceed \$411,672.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed \$452,840.00 for July 1, 2019 through June 30, 2021**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed

2. **Section 19** of the Agreement is hereby amended as follows:

**Except as provided expressly in this Agreement, [The] the** terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

3. **Exhibit B, section III.1, Plan**, is hereby amended as follows:

#### **a. Plan Implementation**

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency. **County shall submit to Agency for Agency's review and approval a new Plan for each legislative biennium. Until the Plan for a new legislative biennium has been approved by the Agency and is on file with the Agency, the Plan for the prior legislative biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Plan for a new legislative biennium has been approved by Agency and is on file with Agency, that Plan shall replace the Plan for the prior legislative biennium and be incorporated into and be a part of this Agreement without any further action on the part of the parties.**

#### **b. Amendment to Plan**

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.

- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

4. The **table in Exhibit C Award** of the Agreement is hereby amended as follows:

<u>FUNDING YEARS</u>	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
<u>2017-2019</u>	<del>[2.]</del> JCP Prevention	\$411,672.00		
<u>2019-2021</u>	<u>JCP Prevention</u>	<u>\$452,840.00</u>		

**Clackamas County**

By: \_\_\_\_\_

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

Authorized Signature

Jim Bernard / Chair

Printed Name/ Title

FEID: \_\_\_\_\_

**STATE OF OREGON, acting by and through its Oregon Department of Education**

By: \_\_\_\_\_

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

Authorized Signature/ Title

**Approved for Legal Sufficiency**

By: Jake J. Hogue by email, Assistant Attorney General

Date: 06/26/2019

Name/ Title



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July 11th, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 to the Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near the Metro South Transfer Station**

<b>Purpose/Outcomes</b>	Extend an existing IGA between Metro and Clackamas County through the Juvenile Department for litter pick-up near the Metro South Transfer Station.
<b>Dollar Amount and Fiscal Impact</b>	The value of Amendment No. 4 is \$160,000.00 These additional funds will increase the maximum value of the IGA to \$303,000.00.
<b>Funding Source</b>	Metro
<b>Duration</b>	Effective July 1, 2019 to June 30, 2021
<b>Previous Board Action</b>	The initial IGA received Board approval on January 17, 2013. Amendments No. 1, 2 and 3 were approved by the Board June 5, 2014, June 11, 2015 and June 29 2017, respectively.
<b>Strategic Plan Alignment</b>	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved 7/2/19
<b>Contact Person</b>	Ed Jones, Administrative Services Manager – 503-650-3169
<b>IGA No.</b>	Metro contract No. 931488 (IGA)

**BACKGROUND:**

Metro and Clackamas County, through the Department of Transportation and Development (DTD), entered into a contractual relationship in January of 2013, regarding litter pick-up on roads and sections of I-205 near the Metro South Transfer Station, located at 2001 Washington Street, in Oregon City. DTD provided and supervised work crews for litter pick-up until the IGA was transferred to the County’s Juvenile Department on January 1, 2014.

The Juvenile Department provides work crews through its Project Payback Next Step program. The program supports youth in the development of work readiness skills and vocational exploration. The crew also provides an opportunity for youth to earn money to pay the restitution

owed to their victims. The service provided by the youth work crews contribute to a safe and healthy community.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment.

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at  
503-655-8788

# Amendment



**AMENDMENT NO. 04**

**CONTRACT NO. 931488**

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, "County."

This amendment is a change order to the original Scope of Work as follows:

The purpose of this amendment is to continue the services for an additional two years, amend the scope and payment provisions.

The contract expiration date is extended from July 1, 2019 to Jun 30, 2021 .

The revised scope of work/ Attachment A is:

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1.0 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of 1-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1.0 mile from the intersection of Washington Street and Oregon City Bypass. Metro shall provide the County detailed maps showing the area(s) where litter can be collected.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags, collect them and bring them to Metro South for disposal. Metro will cover disposal costs and reimburse the County for the cost of litterbags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible. County may outsource supervision. Labor shall be provided as set forth in paragraph 14, below.
6. County shall be paid a stipend of \$50.00 per youth for each worker working a full shift (shift defined as 6 hours) on the crew, and vocational education and training (not to exceed 8 hours per month, per youth).
7. County shall be paid an hourly wage of \$22.28 for the Crew Leader and \$17.71 for the Assistant Crew Leader. Hourly wage is accumulated in crew preparation and conclusion (not to exceed 2 hours per day, per Crew Leader), when the collection crews are working (not to exceed 6 hours per day, per Crew Leader), and in vocational education and training activities (not to exceed 8 hours per month, per Crew Leader).
8. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,332.00 per year.
9. County shall be reimbursed for work crew vehicle rental costs at \$94.00 per workday for

# Amendment



**AMENDMENT NO. 04**

**CONTRACT NO. 931488**

one vehicle, not to exceed \$4,888.00 per year. Should per day mileage exceed 34.5 miles, then County shall be reimburse additional mileage at the current IRS mileage reimbursement rate per mile, not to exceed \$1,041.00

- 10. Metro shall reimburse County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this Agreement.

Contractor shall ensure that the current Certificate of Insurance on file with Metro covers this time extension.

Metro shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed ONE HUNDRED AND SIXTY THOUSAND AND XX/100THS DOLLARS (\$160,000), for a total contract amount not to exceed THREE HUNDRED THREE THOUSAND AND 00/100THS DOLLARS (\$303,000.00).

County's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and Contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon receipt of Contractor invoice.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Clackamas County

METRO

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





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July 11th, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth**

<b>Purpose/Outcomes</b>	Clackamas ESD will contribute funding towards the cost of an employee of the Clackamas County Juvenile Department (CCJD) to provide services through the Youth Workforce Innovation and Opportunity Act (WIOA) to at least 32 youth.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas ESD will provide funding in the sum of \$43,000 through June 30, 2020. General funds dollars will fund the balance of the CCJD staff position.
<b>Funding Source</b>	Clackamas Education Service District
<b>Duration</b>	Effective through June 30, 2020.
<b>Previous Board Action</b>	IGA for 2016-17 fiscal year: June 29, 2016; Agenda Item G.2. and IGA for 2017-18 fiscal year: June 22, 2017; Agenda Item E.1. IGA for 2018-19 fiscal year: June 12, 2018; Agenda Item E.2.
<b>Strategic Plan Alignment</b>	1. Provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	Approved 7/3/19
<b>Contact Person</b>	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169

**BACKGROUND:**

For the past seven years the Clackamas County Juvenile Department (CCJD), Oregon Youth Authority, and Clackamas ESD have worked cooperatively to fund a staff position and flexible funding for youth which provides educational and vocational opportunities. For the 2019-20 fiscal year Clackamas ESD and the CCJD are requesting to enter into an Intergovernmental Agreement describing the services to be provided and the funding being contributed towards the full-time position.

**RECOMMENDATION:**

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

Respectfully submitted,

Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at  
503-655-8788

**Intergovernmental Agreement  
Clackamas ESD/ Clackamas County Juvenile Department  
Youth Workforce Innovation and Opportunity Act (WIOA) Services**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2019, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and Clackamas County Juvenile Department hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIOA eligible youth in Clackamas County, under the Workforce Innovation and Opportunity Act (WIOA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.

WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Innovation and Opportunity Act (WIOA) requirements and Performance Standards, CESD and the C-TEC Youth Services program requirements.

**The Partner Program will receive a total of \$43,000 to provide the outlined services for a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant. The caseload will reflect at least 85% Out-of-School Youth.**

**I. CESD shall be responsible for the following:**

**A. Program Coordination**

1. Ensure that C-TEC Youth Services meet all WIOA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide regular Partner Program meetings for coordination of services and training.

**B. Training**

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services' (WIOA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

**C. Partner Support**

1. Provide technical support related to WIOA.
2. Verify WIOA youth eligibility.
3. Input application and registration materials into i-Trac Information Management System (State data management system).
4. Monitor records and services regularly to support the success of the Partner Program.
5. Provide quarterly performance reports for the C-TEC Youth Services program.

**D. Invoices and Payments**

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

**II. The Partner Program shall be responsible for the following:**

**A. Staffing**

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIOA eligible youth when employed under WIOA funding.
4. Direct service staff to participate in Diversity, Equity, and Inclusion training opportunities through Partner Program, CESD, or other community organizations.

**B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth**

1. Establish methods for outreach, recruitment, and referrals within your community.
2. Screen youth for eligibility, and advise youth on how to obtain required eligibility documents.
3. Conduct CASAS math and reading assessments for Out-of-School youth as appropriate.

4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.
5. Maintain a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant.
6. At least 60% of the caseload or 19 participants must be in active status at all times.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

**C. Youth Services**

1. Ensure that the 14 WIOA required program elements are available to enrolled participants: adult mentoring of 12 months or more; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training, and dropout prevention; paid and unpaid work experiences; occupational skills training; education offered concurrently with and in the same context as workforce preparation activities; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update at least quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services
4. Conduct CASAS assessments a minimum of every 5 months for Out-of-School youth that are basic skills deficient.
5. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in active service, with more frequent contact/services as appropriate. Be in direct communication with youth at least once every 30 days. Youth participants in active status that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIOA service to each youth, every 90 days while in follow-up services status and more frequent contact and services as appropriate. Be in direct communication with youth at least once every 30 days.
7. Spend at least 15% of WIOA staff time on work experience related activities, such as: helping participants prepare for internships, job shadows, and pre-apprenticeship programs; assisting participants to access career exploration opportunities; promoting work experience and career exploration.
8. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
9. Provide information to all enrolled participants of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
10. Use the i-Trac Management Information System (internet based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Detail shall identify each participant activity by major WIOA component, document receipt of a service or partner service every 90 days or closure of the file. Additionally, information must be maintained in sufficient detail to support the expenditure of funds per program requirements.
11. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), **with at least 10% of youth on the caseload achieving this certification.**
12. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
13. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
14. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

**D. Performance Measures**

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to be considered for renewed funding for the subsequent year.
2. Placement in Employment/Education in the 2nd Quarter After Exit (62%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the second quarter after the exit quarter.
3. Placement in Employment/Education in the 4<sup>th</sup> Quarter After Exit (59%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after the exit quarter.
4. Credential Attainment Rate (65%): the percentage of participants enrolled in an education or training program who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation or within one year after exit from the program.
5. Measurable Skills Gain (43%): percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains as defined by WIOA.

**E. C-TEC Youth Services Team Meetings**

1. Require direct service staff to participate in C-TEC Youth Services Team meetings on a regular basis.
2. Grant administrator to participate in annual C-TEC Youth Services Partner Coordination meeting.

**III. Liability and Insurance Coverage Required:**

The Partner Program shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the Partner Program must be primary to and non-contributory with any insurance, including any self-insurance. Partner Program shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Partner Program agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the Partner Program to CESD.

If the insurance is canceled or terminated prior to completion of the Agreement, Partner Program shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the Partner Program fails to keep in effect at all times the specified insurance coverage, CESD may terminate this Agreement, subject to the provisions of this Agreement. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations set forth under this Agreement, Section III.

**A. General Liability Insurance**

Partner Program must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

**B. Motor Vehicle Liability Insurance** Partner Program must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Partner Program's vehicles, whether owned, hired, or non-owned, which includes coverage for CESD and their respective officers, agents, and employees.

**C. Professional Liability Errors and Omissions Insurance** Partner Program shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

**D. Workers' Compensation Insurance** The Partner Program must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000. If the Partner Program pays wages directly to C-TEC Youth Service's trainees under this Agreement, the Partner Program must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CESD for the Partner Program or for the Partner Program's employees and subcontractors.

**E. Bonding** The Partner Program shall carry an Employee Fidelity Bond on every officer, director, agent, or

employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

- F. **Property and Equipment** All property and equipment purchased by Partner Program with funds received under this Agreement, or purchased on behalf of Partner Program for the program site(s) covered under this Agreement, shall be insured by Partner Program at replacement value against fire, theft, and destruction equal to the full replacement cost.
- G. **Certificates of Insurance** As evidence of the insurance coverage required by this Agreement, the Partner Program shall furnish acceptable insurance certificates to CESD at the time, or prior to the time, Partner Program executes this Agreement. Partner Program shall name CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees as additional insured with respect to the Partner Program's services to be provided under this Agreement. Insuring companies or entities are subject to CESD acceptance. If requested, complete copies of the insurance policy shall be provided to CESD.
- H. **Subcontractor Insurance** Partner Program shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Partner Program under this agreement, unless this requirement is expressly modified or waived by CESD in writing.
- I. **Sexual/Physical Abuse/Molestation Insurance** Partner Program must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program 's performance under this Agreement.
- J. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold CESD or Clackamas Workforce Partnership, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)
- K. **Additional Insured Clause:** The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.
- L. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

#### IV. Payments, Invoices and Program Costs

- A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. These funds may only be expended between July 1, 2019 and June 30, 2020. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8<sup>th</sup> of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid. **Catalog of Federal Domestic Assistance (CFDA) Number: 17.259**
- B. Funding paid to the Partner Program is acquired through the WIOA grant. Therefore, all money must be used in the implementation of the grant, for WIOA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIOA youth services.
- C. At least 5% of the funds must be budgeted for youth support services, to eliminate financial barriers experienced by participants. Support service costs may only be used when no other resources are available, and must follow the guidance provided in the C-TEC Youth Services Handbook.
- D. All funding is based on cost reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, will be reimbursed.
- E. Any act or omission by Partner Program which results in repayment of funds to the funding source will be the responsibility of Partner Program. Partner Program agrees to repay such funds.
- F. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as

"income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.

- G. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIOA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take possession of all such equipment and property at any time during or upon termination of this Agreement. All such property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.
- H. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.
- I. Partner Program must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CESD policies and procedures.

## V. Records Control

- A. The Partner Program will **establish, maintain, and safeguard all participant files, records, project records, and documents**. The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The Program Partner shall retain all financial and other required records and supporting documents according to these requirements.
- B. **Social Security Number Use** Partner Program will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. Partner Program will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, Partner Program will take steps to protect the document from unauthorized disclosure. Partner Program will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Partner Program may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Partner Program will publicly post or display a document containing a full SSN.
- C. **Data and Record Security** Partner Program must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of Partner Program with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Partner Program must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. Partner Program will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
- D. **Limitation of Public Access to Records** If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "**Release of Information**" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.
- E. **Breach Notification** Any Partner Program who becomes aware of any **potential breach of a document or electronic file** containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- F. In the event the **Partner Program is unable to keep their records**, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.
- G. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance

of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

- H. **Disposal of Records** No records addressed in this Agreement will be disposed of without instruction from or approval of CESD. CESD will provide instructions and timelines for disposing of records.

## VI. Responsibility for WIOA Cost Reduction/Coordination with Other Funding Sources

- A. For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available

## VII. Communications

- A. **Funding Acknowledgement** Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Clackamas Workforce Partnership (CWP) and CESD as the sponsoring agencies for the services provided through this Agreement.
- B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish**.
- C. **Patents and Copyrights** Partner Program must comply with the standards in 2 CFR Part 200 for the development, licensing, distribution, and use of product(s) and materials developed with this contract.

## VIII. Nondiscrimination and Equal Opportunity Provisions

- A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), all Federal, State, and local laws, regulations, executive orders, and ordinances regarding nondiscrimination and equal opportunity provisions including the Nontraditional Employment for Women Act of 1991; Title VI and VII of the Civil Rights Act of 1964, as amended; section 503 and 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities Act of 1990, as amended; Section 188 of the Workforce Investment Act; the Age Discrimination in Employment Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.); Title VIII of the Civil Rights Act of 1968, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 and 37. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not exclude from participation, discriminate against, nor deny employment or services to any person including participant on the grounds of race, color, religion, sex, national origin, marital status, youth offender, age (except as provided by WIOA regulations), disability, citizenship, sexual orientation or perceived sexual orientation, gender identity, political affiliation or belief, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship or participation in the program funded under this Agreement.
- B. Partner Program expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the Partner Program shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such. Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the Partner Program may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

## IX. Compliance

- A. **Compliance with Applicable Law** the Partner Program will comply with the Workforce Innovation and Opportunity Act (WIOA) as amended and all subsequent amendments thereto and all implementing regulations.



- B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Clackamas Workforce Partnership policies, and CESD procedures, and regulations.
- C. ***Veteran's Priority Provisions*** Partner Program agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.
- D. ***Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities*** No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying. The Partner Program agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.
- E. ***Maintenance of Effort*** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- F. ***Fraud Notification Requirements*** Partner Program must comply with CWP's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. Program Partner will conform to CWP's established policies and procedures for reporting and resolution.
- G. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Innovation and Opportunity Act. The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)
- H. ***Additionally the following special terms apply to this Agreement:***
- (i) ***Nepotism***. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- (ii) ***Code of Conduct*** Partner Program shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- The officers, employees, and agents of the Partner Program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Partner Program may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Partner Program. No officer, employee or agent, any

member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

- (iii) **Governing Law, Venue, Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the jurisdiction of said courts.

- (iv) **Prohibited activities:** WIOA funds must not be spent on: (1) The wages of incumbent employees during their training if funded by WIOA; (2) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant; (3) Expenses prohibited under any other Federal, State or local law or regulation, including foreign travel. (4) Drug testing except to facilitate the hiring process. (5) General economic development and related employment generating activities (6) Investment in revolving loan funds. (7) Investment in contract bidding Resource Centers. (8) Capitalization of businesses. (9) Business relocation services (10) Construction, purchase, and renovation of real property. (11) Employment or training of participants in sectarian activities.
- (v) **Employee displacement prohibitions** (a) A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.
- (vi) WIOA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (vii) **Charging of Fees to Participants** No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

#### **X. Certification Regarding Lobbying** 31 U.S.C. Sec. 1352

- A. The Partner Program certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or any other award covered by 31 U.S.C. Sec. 1352.
- 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 Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, 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.

## XI. Assurances

- A. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Innovation and Opportunity Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIOA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.
- B. By signing this agreement, the authorized representative assures and certifies that it:
1. **Financial Capability** Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
  2. **Generally Accepted Accounting System** Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and CWP policies and procedures.
  3. Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the Partner Program including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
  4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
  5. **Conflict of Interest** Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the Partner Program in order to maintain the integrity of this expenditure of CESD's funds and to avoid any favoritism or questionable or improper conduct.
  6. **Complete the Work** Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
  7. **Political Activities** Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the Partner Program agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions. Partner Program shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any Partner Program staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.
  8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

9. **Debarment and Suspension** As required by Executive Orders 12549 and 12689 and 2 CFR.200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:
- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - 2) Have within a three-year period preceding this proposal been convicted 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 records, making false statements, or receiving stolen property;
  - 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
  - 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
10. **Discrimination** Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement.
11. **Audits** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

This Agreement shall continue in effect until June 30, 2020, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

Clackamas Education Service District  
Agency

Clackamas County  
Partner Program

  
\_\_\_\_\_  
Jada Rupley, Superintendent

Date: 6.28.19

\_\_\_\_\_  
Board of County Commissioners

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

Clackamas County Juvenile Department  
Partner Program

\_\_\_\_\_  
Christina L. McMahan, Director

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