

AGENDA *Revised

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Item E. 1 has been removed

Thursday, February 28, 2013 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-06

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution Appointing Dan Potter as the Interim Director to the Housing Authority of Clackamas County on an Interim Basis

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

SERVICE DISTRICT NO. 5 (Street Lighting)

1. Board Order No. _____ Forming a 19 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 26-12, Helena Street Petition (Wendi Coryell, Clackamas County Service District No. 5 will present all five Assessment Areas)
2. Board Order No. _____ Forming a 91 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 10-12, Hidden Falls Subdivision
3. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 19-12, Easton Ridge Apartments
4. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 28-12, Town & Country Auto Dealership
5. Board Order No. _____ Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 20-12, Coffee Kiosk

V. DISCUSSION ITEMS (The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

1. Approval to Apply for a Grant Renewal with the State of Oregon Department of Housing and Community Services to Administer Community Resource Division Funds with Funds a Variety of Social Services Programs – *Social Services*
2. Approval of a Behavioral Health Services Agreement with LifeWorks NW for Assertive Community Treatment, Intensive Community-Based Service for Children, Outpatient Substance Abuse Service, Outpatient Mental Health Services, Psychiatric Day Treatment Services for Children, and Intensive Treatment and Recovery Services – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of Amendment No. 3 to the Contract Documents with Haper Houf Peterson Righellis Inc. for Consulting Engineering Services for Engineering Design and Plans for the Industrial Way Construction Project - *Finance*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval to Apply for the Byrne Criminal Justice Innovation Fiscal Year 2013 Competitive Grant for the District Attorney's Office - *DA*

D. Department of Emergency Management

1. Approval of Fiscal Year 2012 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for Printing of the 2014 Emergency Preparedness Calendar

E. Business & Community Services

- *1. **REMOVED** - Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City Related to the Redevelopment of the Blue Heron Site

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



Cindy Becker
Director

February 28, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Appointment of Executive Director to the Housing Authority on an Interim Basis

Purpose/Outcomes	Appointment of Daniel F. Potter as the Executive Director on an interim basis until such time as a permanent director is appointed
Dollar Amount and Fiscal Impact	No impact, already budgeted FTE
Funding Source	Housing Authority of Clackamas County
Safety Impact	None
Duration	Effective March 1, 2013 until filled by permanent appointment
Previous Board Action	Previous director appointed November 22, 2006
Contact Person	Cindy Becker, H3S Director – (503) 650-5696
Contract No.	None

BACKGROUND:

The position of Executive Director of the Housing Authority of Clackamas County (HACC) will be vacant at close of business on February 28, 2013. According to the Housing Authority’s Bylaws, the Executive Director shall be appointed by the Commissioners.

We are requesting that Daniel F. Potter be appointed as the Executive Director on an interim until such time as a permanent director is appointed for the following reasons:

- The Board has directed staff to establish an advisory committee on affordable housing to recommend policy priorities and structure of HACC for Board consideration;
- The HACC needs a board-appointed Executive Director to conduct its daily business including valid signature authority; and
- Mr. Potter is currently the Asset Manager of HACC and has more than twenty years of housing management experience in both the public and private sectors.

RECOMMENDATION:

The HACC respectfully recommends that the Board of Commissioners of the Housing Authority approve a resolution appointing Mr. Potter as the Executive Director of HACC on an interim basis.

Respectfully submitted,

Cindy Becker, Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Appointment of
Executive Director to the
Clackamas County Housing Authority
on an Interim Basis

} RESOLUTION NO. 1897

WHEREAS, the position of Executive Director of the Housing
Authority of Clackamas County (HACC) is appointed by the Board of Commissioners; and

WHEREAS, the position will be vacant on March 1, 2013; and,

NOW, THEREFORE BE IT RESOLVED, that the Board of
Commissioners hereby:

1. Appoint Daniel F. Potter as Executive Director of HACC on an interim basis effective March 1, 2013 until such time as a successor Executive Director is appointed.

DATED this 28th day of February, 2013

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary



COPY

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Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 19 Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
26-12 Helena Street Petition

Purpose/Outcomes	Clackamas County Service District No. 5 (CCSD#5) for street lighting has received a petition request for the formation and placement of lights within the Helena Street neighborhood. Approval of this Board Order will create a new assessment area in the district, allowing installation of new street lights and collection of revenue to operate the desired lighting.
Dollar Amount and Fiscal Impact	Operational costs are collected with formation of the new assessment area and collection and are paid by direct assessment against benefited property. Single-family residential properties in this area fall under rate schedule B, \$46.80 per lot per year. Assessments for street lighting will be levied against the properties within this area effective on the date of installation.
Funding Source	CCSD#5 – Budgeted operational expenditure subject to successful completion of the petition request and approval of the formation of this assessment area allowing assessments to be collected from benefiting properties for the operation and maintenance of the street lights.
Safety Impact	Necessity of street lighting for improved neighborhood security was one of the primary concerns raised by the petition sponsors.
Duration	None
Previous Board Action	At the January 22, 2013 Study Session the board was informed of the pending petition request.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

A citizen living on SE Helena Street requested lighting for their neighborhood through the District's petitioning process. There are 19 owners of 19 tax lots in the petition area. The minimum requirement for a valid petition is the signature of more than 50% of benefiting property owners. The petition included signatures from 13 of the property owners (68%) representing 19 of the benefiting properties.

Per statute, all affected property owners were notified of the time and place of the February 28, 2013 hearing by first class mail to the address as currently listed by the Clackamas County Assessment office. The notice informed the public the February 28th hearing was scheduled to hear objections or file a remonstrance to the above street lighting district. Pursuant to statute, 50% of the affected property owners must remonstrate to deny the requested petition.

RECOMMENDATION

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

For additional information, please contact Wendi Coryell at 503-742-4657.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Wendi Coryell".

Wendi Coryell, Service District Specialist, CCSD#5

COPY

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

In the Matter of the Formation
of an Assessment Area 26-12
(Helena Street Petition)
Within Clackamas County Service Dist.
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 26-12, Helena Street Petition, SE Helena Street, Oregon, have requested street light service, and that the formation of new assessment areas within Service District No. 5 is necessary for the installation of street lights, and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities, and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change orders shall be applied to assessment Area 26-12, Helena Street Petition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$46.80 tax lot/year applied to single family residential properties, and,

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services, and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 28th day of February, 2013, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 26-12
(Helena Street Petition)
Within Clackamas County Service Dist.
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #26-12 All lots in the Helena Street Petition, and

IT IS FURTHER ORDERED that an assessment
roll be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it has
been assessed, the owner thereof, and such additional information as is required to keep
a complete and permanent record of the assessment, and

IT IS FURTHER ORDERED that the Department
of Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

ADOPTED this 28th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 91 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 10-12, Hidden Falls Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights. New Acorn style lights are proposed within this subdivision.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule J; the current rate for this schedule is \$117.52 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Improved public safety through the provision of adequate lighting.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 28, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Wendi Coryell". The signature is fluid and cursive, with a large initial "W" and "C".

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 10-12
(Hidden Falls 91 Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 10-12, Hidden Falls 91 Lot Subdivision, 14476 SE 152nd Ave., have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 10-12, Hidden Falls 91 Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$117.52 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 28th day of February, 2013, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 10-12
(Hidden Falls 91 Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #10-12 All lots in the Hidden Falls 91 Lot Subdivision development, 22E01 02300; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 28th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Mary Raethke, Recording Secretary



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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 19-12, Easton Ridge Apartments

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights. Existing wood power poles will be used to mount street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Improved safety through the provision of adequate lighting.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 28, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

COPY

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

In the Matter of the Formation
of an Assessment Area 19-12
(Easton Ridge Apartments) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 19-12, Easton Ridge Apartments, 9009 SE Causey Ave, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 19-12, Easton Ridge Apartments, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 28th day of February, 2013, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 19-12
(Easton Ridge Apartments) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #19-12 All lots in the Easton Ridge Apartments development, 12E33BD01100; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 28th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Mary Raethke, Recording Secretary



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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 28-12, Town & Country Auto Dealership

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Street lighting helps to improve public safety.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

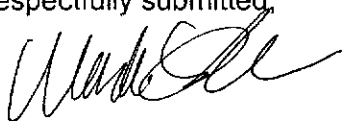
BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 28, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

~~CCP~~

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

In the Matter of the Formation
of an Assessment Area 28-12
(Town & Country Car Dealership) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 28-12, Town & Country Car Dealership, 16700 SE McLoughlin Blvd, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 28-12, Town & Country Car Dealership, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 28th day of February, 2013, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 28-12
(Town & Country Car Dealership) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #28-12 All lots in the Town & Country Car Dealership development, 21E13AA00900; and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 28th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Mary Raethke, Recording Secretary



COPY

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CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

February 28, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 1 lot Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 20-12 Coffee Kiosk

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.14 per frontage foot per tax lot per year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Safety Impact	Improved public safety through the provision of adequate lighting.
Duration	None
Previous Board Contact	None
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
Contract No.	None

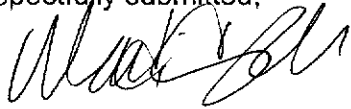
BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current address as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for February 28, 2013, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wendi Coryell', written in a cursive style.

Wendi Coryell, Service District Specialist, CCSD#5

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

In the Matter of the Formation
of an Assessment Area 20-12
(Coffee Kiosk) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 and it appearing to the Board that the properties within Assessment Area 20-12, Coffee Kiosk, 13515 SE McLoughlin Blvd, have requested street light service, and that the formation of new assessment areas with Service District No. 5 is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2012-61 and subsequent rate change Orders shall be applied to Assessment Area 20-12, Coffee Kiosk, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.14 per frontage foot/tax lot/year, applied to commercial, industrial, and multi-family residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by ORS 451.495, and that said public hearing was duly held on the 28th day of February, 2013, and that Service District No. 5 did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore,

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

In the Matter of the Formation
of an Assessment Area 20-12
(Coffee Kiosk) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the Assessment Area as described below be subject to an assessment for street lighting;

Assessment Area #20-12 All lots in the Coffee Kiosk development, 21E01CA03600;
and

IT IS FURTHER ORDERED that an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

ADOPTED this 28th day of February, 2013.

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Mary Raethke, Recording Secretary

February 28, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant Renewal with the State of Oregon, Department of Housing and Community Services to Administer Community Resource Division Funds which Funds a Variety of Social Services Programs

Purpose/Outcomes	The Social Services Division is seeking approval to apply for a grant renewal with the State of Oregon, Department of Housing and Community Services (OHCS) to administer OHCS Community Resources Division (CRD) funds for a variety of Social Services programs in Clackamas County as describe below.
Dollar Amount and Fiscal Impact	Since the State budget has not yet been approved this grant does not outline specific revenues. However, it is anticipated that this grant will result in an award equal to the previous award, which was slightly more than \$5.6 million dollars in revenues for the one-year grant period
Funding Source	State of Oregon, Department of Housing and Community Services (OHCS), OHCS Community Resources Division (CRD) funds
Safety Impact	N/A
Duration	July 1, 2013 to June 30, 2014
Previous Board Action	N/A
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	Not Applicable

Background

Oregon Housing and Community Services (OHCS) is Oregon's housing finance agency, providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income.

The current agency was created in 1991, when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower-income individuals and families in their efforts to become self-reliant.

OHCS administers federal and state antipoverty, homeless and energy assistance, and community service programs.

To continue receiving these funds Community Action agencies are required to conduct a planning process that assesses the local needs of low-income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Work Plans that are included as part of the application process. This planning and

application process results in an executed contract referred to as the Master Grant Agreement (MGA). The MGA covers the period from July 2013 through June 2014. The program and funding components included in this MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low-income individuals, including frail elderly, disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. In Clackamas County these funds purchase shelter space at two emergency shelters; the shelter for survivors of domestic violence and their children operated by Clackamas Women's Services; and the shelter for families with children, the Annie Ross House emergency shelter, operated by Northwest Housing Alternatives, Inc.

Emergency Housing Account Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to a household's housing needs. Programs funded by this source include support to the Clackamas County emergency shelters, housing related information and referral services, case management services to low-income households, and shelter services to homeless youth.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served, by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Rental Housing Fund (LIHRF): State of Oregon general funds designed to provide short-term rental assistance to very-low-income households who are in danger of losing their rental units because of involuntary hardship or homelessness. Program supported by this source includes Bridges to Housing (B2H) permanent housing program.

Low-Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low-income households, with emphasis on elderly and disabled persons, with unpaid winter utility bills.

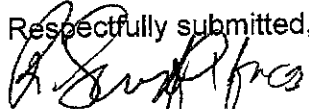
Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low-income households with assistance payments directed toward their PGE bills.

Low-Income Energy Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

Recommendation

We recommend the approval to apply for this grant renewal and further recommend the acceptance of the award if funded and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Cindy Becker, Director

COPY

8

Cindy Becker
Director

February 28, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with LifeWorks NW for Assertive Community Treatment, Intensive Community-Based Services for Children, Outpatient Substance Abuse Services, Outpatient Mental Health Services, Psychiatric Day Treatment Services for Children, and Intensive Treatment and Recovery Services

Purpose/Outcomes	This contractor provides various outpatient mental health services to Oregon Health Plan members capitated to Clackamas County.
Dollar Amount and Fiscal Impact	The contract has no upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis.
Funding Source	Oregon Health Authority - No County General Funds are involved.
Safety Impact	None
Duration	Effective March 1, 2013 and terminates on December 31, 2013
Previous Board Action	The original contract was approved by the Board of County Commissioners on October 6, 2005 agenda item 10062005-A1. This contract has been renewed annually.
Contact Person	Deborah Friedman, Acting Director – Behavioral Health Division – 742-5336
Contract No.	BH-92-12/13

BACKGROUND:

The Behavioral Health Division has contracted with LifeWorks NW since 2005 to provide Assertive Community Treatment, Intensive Community-Based Services for Children, Outpatient Substance Abuse Services, Outpatient Mental Health Services, Psychiatric Day Treatment Services for Children, and Intensive Treatment and Recovery Services. This contract is a continuation of these services.

This contract is effective March 1, 2013 and continues through December 31, 2013. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and LIFEWORKS NW, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with Health Share of Oregon/Clackamas and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

2.0 Term

Services provided under the terms of this agreement shall commence **March 1, 2013**. This agreement shall terminate **December 31, 2013** unless terminated by one or both parties as provided for in paragraph 6.0 below. This agreement may be renewed annually and amended by mutual written consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit C, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.3 Financial Records. CONTRACTOR and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, OHA and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiring.

5.2.9 Independent Contractor Status. The service or services to be rendered under this agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

5.2.10 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.11 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided,

however, that if any such claim, action or suit may be brought only in a federal forum, 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 agreement consents to the in personam jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.

5.9.3 CONTRACTOR shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR

collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.10 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the Health Share of Oregon Participating Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that CONTRACTOR has endangered or is endangering the health or safety of clients, staff or the public. CONTRACTOR shall ensure the orderly and reasonable transfer of care in progress with clients and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of CONTRACTOR, or the lapse, relinquishment, suspension, expiration, cancellation or termination of CONTRACTOR's insurance as required in this agreement.

6.2.6 CONTRACTOR's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage CONTRACTOR's affairs, or the judicial declaration that CONTRACTOR is insolvent.

6.2.7 If CONTRACTOR fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to clients under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

LifeWorks NW
14600 NW Cornell Road
Portland, OR 97229

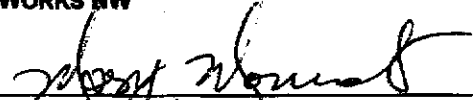
If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following attachments, which by this reference are incorporated herein:

- | | |
|-----------|--------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Scope of Work |
| Exhibit C | Compensation and Payment |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |

LIFEWORKS NW

By: 
Mary Monahan, CEO/President
2/13/13
Date
14600 NW Cornell Road
Street Address
Portland, Oregon 97229
City / State / Zip
(503)645-3581 / (503)684-1425
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing, and Human Services Department
Date

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EXHIBIT A
DEFINITIONS

Whenever used in this Behavioral Health Services Agreement, the following terms shall have the meanings set forth below:

"Agreement": this Behavioral Health Services Agreement between COUNTY and CONTRACTOR for the provision of services.

"CCO": Coordinated Care Organization is a corporation, governmental agency, public corporation that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization's members.

"Client": an individual accessing publicly funded behavioral health services who is either an OHP Member or is determined eligible for services as an uninsured, indigent individual.

"Covered Services": medically appropriate services specified in OAR 410-141-3120, "Operations and Provision of Health Services" and limited in accordance with OAR 410-141-3420, "Billing and Payment" for OHP Members. The term "Covered Services" may be expanded, limited, or otherwise changed pursuant to the Clackamas County Health Share of Oregon/Clackamas Participation Agreement and OARs. Covered Services may also refer to authorized services provided to uninsured, indigent clients.

"Health Share of Oregon": a Coordinated Care Organization serving Oregon Health Plan enrollees of Clackamas, Multnomah and Washington Counties.

"OAR": Oregon Administrative Rules duly promulgated by the Oregon Health Authority and as amended from time to time.

"OHA": the State of Oregon, acting by and through its Oregon Health Authority.

"OHP Member": an individual found eligible by a division of the Oregon Department of Human Services to receive services under the OHP (Oregon Health Plan) Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with COUNTY as Health Share of Oregon/Clackamas.

"Third Party Resources": any individual, entity, or program that is, or may be, liable to pay all or part of the cost of any Covered Service furnished to an OHP Member, including but not limited to: private health insurance or group health plan; employment-related health insurance; medical support from absent parents; workers' compensation; Medicare; automobile liability insurance; other federal programs such as Veteran's Administration, Armed Forces Retirees and Dependent Act, Armed Forces Active Duty and Dependents Military Medical Benefits Act, and Medicare Parts A and B; another state's Title XIX, Title XXI or state-funded Medical Assistance Program; and personal estates.

"Valid Claim": an invoice, in the form of a CMS 1500 claim form, submitted for payment of covered health services rendered to an eligible client that is submitted within the required 120 days from the date of service or discharge and that can be processed without obtaining additional information from the provider of the service or from a third party. A valid claim is synonymous with the federal definition of a clean claim as defined in 42 CFR 447.45(b).

EXHIBIT B

SCOPE OF WORK

CONTRACTOR agrees to provide medically necessary services as described below when authorized by COUNTY's treatment authorization process. CONTRACTOR shall provide services in accordance with OAR 410-141-3120 "Operations and Provision of Health Services"; OAR 410-141-3420 "Billing and Payment"; OAR 309-032-1500 through 1565 "Integrated Services and Supports Rules", and any other administrative rules to which CONTRACTOR is subject, as such rules may be amended from time to time. Services provided are to be within the scope of CONTRACTOR's licenses and certification, and the licenses, certifications and training of its employed and contracted staff providing direct services under this agreement.

1. Assertive Community Treatment

Services provided by a community-based interdisciplinary team that ensures service availability 24 hours a day, 7 days a week to individuals with a diagnosis that qualifies them as Seriously and Persistently Mentally Ill. Services may include initial and on-going assessments, psychiatric services, case management, employment assistance, housing assistance, family support and education, substance abuse treatment services, and other supports and services critical to the individual's ability to live independently in the community. Service planning shall include crisis planning that utilizes professional and/or natural supports to provide 24-hour, 7 days per week flexible response.

2. Intensive Community-Based Services for Children

Intensive Community based services are an array of outpatient services, including but not limited to: individual and family therapy, skills training, community inclusion and behavioral consultation, provided in the child's home, community and/or school. Service intensity is determined through a comprehensive mental health assessment, utilizing a level of care tool and based on the needs of the child and family. It is the value of Clackamas MHO that children and families be served in the least restrictive, most normative environments and that services should be provided in a manner to ensure that children remain in their home and community. Whenever applicable, The following ISA standards shall be followed:

- a. Acknowledge and accept or decline ISA referral within 2 business days.
- b. Enhanced and meaningful 24-7 crisis support including telephone and in-home crisis response.
- c. Active participation in monthly Child and Family Team meetings.
- d. Monthly summaries from Community-based providers indicating progress toward treatment goals, crisis supports needed and psychiatric oversight provided.
- e. Quarterly treatment reviews from Psychiatric Day Treatment Programs indicating progress toward treatment goals, crisis supports needed and psychiatric oversight provided.
- f. Monthly treatment reviews from Psychiatric Residential Treatment Programs indicating progress toward treatment goals, crisis supports needed and psychiatric oversight provided.
- g. Active collaboration with Health Share of Oregon/ Clackamas for those members in which admission to an acute level of care or higher level of care, such as Psychiatric Residential, may be indicated.
- h. When applicable, active collaboration with Health Share of Oregon/ Clackamas completing the School Transition Protocol 60 days prior to discharge from an ISA level of care

3. Outpatient Substance Abuse Services

Treatment services provided to individuals with alcohol or other drug use disorders and their family members. Services may include assessment; treatment and discharge planning; individual, group and family therapy; pharmacotherapy; case management; peer delivered services and supports. Services are provided consistent with Level I or Level II of the ASAM PPC-2R.

4. Outpatient Mental Health Services

Treatment services directed toward ameliorating symptoms of a mental health disorder and/or maintaining stability and functional autonomy for individuals with severe and persistent mental illness. Outpatient services are specific in targeting the symptoms or problem being treated. Services may include assessment; treatment and discharge planning; individual, family and group therapy; psychiatric evaluation; medication management; case management; skills training; peer delivered services and supports. Clients may receive an outpatient service while simultaneously participating in a higher level of care. CONTRACTOR shall provide a responsive, 24-hour, seven day per week coverage system to ensure access to services.

5. Psychiatric Day Treatment Services for Children

Comprehensive, interdisciplinary, non-residential program certified under OAR 309-032-1540. Services shall consist of psychiatric treatment, family treatment and therapeutic activities integrated with an accredited education program, but are exclusive of medication management. CONTRACTOR shall provide a responsive 24-7 coverage system for all OHP Members receiving care through CONTRACTOR

6. Intensive Treatment and Recovery Services

Intensive Treatment and Recovery Services are provided to parents and parenting individuals experiencing substance abuse problems and involved with or at risk of involvement with the Children, Adults and Family Division of the State of Oregon Department of Human Services. Intensive Treatment and Recovery Services may include co-occurring treatment services; wraparound services; collaborative case planning and management with the Children, Adults and Family Division; and referral services for family members including early childhood services for infants and toddlers and recovery support services for older children and spouses.

CONTRACTOR will be responsible for the following outcomes:

- Parent/Child Reunification – 60% of parents involved in the Child Welfare system who successfully complete substance abuse treatment retain custody of their children
- Retention - 70% of clients remain in substance abuse treatment for a minimum of 90 days

7. Determination of Level of Care

CONTRACTOR shall administer the Early Childhood Service Intensity Instrument, the Child and Adolescent Service Intensity Instrument or the Level of Care Utilization System to establish the appropriate level of care and to assist with treatment planning. CONTRACTOR shall maintain the instrument administered as part of the clinical record and shall make the instrument available upon request by COUNTY.

8. Clinical Guidelines

CONTRACTOR shall adopt clinical guidelines that inform mental health practitioners, clients, family members and advocates with evidence-based information about mental illness and appropriate

treatment options. Clinical guidelines should be based on a systematic evaluation of research evidence; be designed to assist, rather than dictate, clinical decision-making; and are to be applied on a case-by-case basis. Such guidelines should provide recommendations for appropriate care based on scientific evidence and professional consensus; support for professional standards, quality improvement activities and education; and a basis for comparing current practice to evidence-based best practices. CONTRACTOR shall make such guidelines available to COUNTY upon request.

9. Outcome Measures

CONTRACTOR shall adopt the use of a measure of clinical outcomes that demonstrates a change in client status following an episode of treatment. The measurement tool adopted shall identify changes in symptoms, functioning, quality of life, adverse events or satisfaction. CONTRACTOR shall make information about outcome measures used available to COUNTY upon request.

10. Coordination of Care

- a. CONTRACTOR shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2 Substance Abuse Confidentiality Regulations.
- b. CONTRACTOR shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (1) CONTRACTOR shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. CONTRACTOR shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. CONTRACTOR shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (2) CONTRACTOR shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (3) CONTRACTOR shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (4) CONTRACTOR shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

11. Standards of Care

COUNTY promotes resilience in and recovery of the clients it serves. COUNTY supports a system of care that promotes and sustains a client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values, CONTRACTOR shall:

- a. Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- b. Accept clients for treatment on the same basis that CONTRACTOR accepts other clients and render services to clients in the same manner as provided to CONTRACTOR's other clients. CONTRACTOR shall not discriminate against clients because of source of payment, race, gender, national origin, ancestry, religion, marital status, sexual orientation, age or diagnosis;

- c. Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- d. Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- e. Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- f. Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. CONTRACTOR shall comply with access standards as set forth in the Health Share of Oregon/Clackamas Participation Agreement and OAR 410-141-3220 "Accessibility";
- g. Ensure that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. CONTRACTOR shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- h. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the Americans with Disabilities Act.

EXHIBIT C

COMPENSATION AND PAYMENT

1. Compensation

CONTRACTOR shall be reimbursed at the COUNTY reimbursement rates in effect as of the date of service or billed charges, whichever is less.

2. Assertive Community Treatment Risk Sharing Arrangement

COUNTY shall keep CONTRACTOR whole for operating costs associated with operating an Assertive Community Treatment program for the first six months that CONTRACTOR provides that program in Clackamas County. CONTRACTOR will invoice COUNTY on a quarterly basis for the difference between total fee-for-service reimbursement for clients served and the actual operating costs for that time period. CONTRACTOR will provide documentation of the actual operating costs for each quarter for which compensation is requested.

3. Usual and Customary Charges

CONTRACTOR shall bill COUNTY according to their Usual and Customary fee schedule. CONTRACTOR shall base their Usual and Customary charges on a cost study that is updated annually.

4. Method of Payment

To receive payment CONTRACTOR shall submit a CMS 1500 claim form to COUNTY's Third Party Administrator, Performance Health Technology Ltd (PH Tech) within 120 calendar days of the date of service in accordance with OAR 410-141-3420, "Billing and Payment". Claims may be submitted to PH Tech in either paper or electronic format.

PH Tech shall pay CONTRACTOR on behalf of COUNTY, by the 45th business day after a valid claim is received, fee-for-service payments as specified in section 1 above. COUNTY shall have no obligation to make payment to CONTRACTOR if CONTRACTOR fails to obtain a valid authorization to provide services, fails to verify eligibility for Covered Services and the individual is not an eligible client on the date of service, if the services provided are not Covered Services, or if CONTRACTOR fails to submit fee-for-service bills within 120 calendar days of the date of service. The timely filing requirement is extended to 18 months when there is a Third Party Resource as the primary payor and to 12 months when Medicare is primary.

5. Non-Covered Services

CONTRACTOR shall follow OAR 410-141-3420, "Billing and Payment", when submitting fee-for-service claims for services provided to OHP Members that are not Covered Services.

6. Payment in Full

Except as expressly provided below, payments to CONTRACTOR made by COUNTY for services provided under the terms of this agreement shall constitute payment in full. OAR 410-141-3420, "Billing and Payment", CONTRACTOR shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against OHA or any client for services contracted hereunder, either during the term of this agreement or at any time later, even if COUNTY becomes insolvent. This provision shall not prohibit collection for non-covered services that may be the responsibility of the client or any permitted co-pays, co-insurance, deductibles or any other cost sharing, if any and as applicable. CONTRACTOR may bill and collect separately for those costs

which are lawfully the responsibility of the client. When combined with all sources of payment, COUNTY's payment to CONTRACTOR shall not exceed the reimbursement amount in effect as of the date of service.

7. Overpayments

Any payments made by COUNTY to which CONTRACTOR is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by CONTRACTOR at the request of COUNTY, in accordance with OAR-410-120-1280, "Billing" and OAR 410-120-1397, "Recovery of Overpayments to Providers – Recoupments and Refunds", provided that the request for refund is made within twelve (12) months from the date of payment from COUNTY to CONTRACTOR.

8. Third Party Resources and Coordination of Benefits

CONTRACTOR shall bill and collect from liable third party resources prior to billing COUNTY. If both the third party resource and COUNTY reimburse CONTRACTOR for the same service, COUNTY shall be entitled to a refund for the exact amount of duplicate payment received by CONTRACTOR.

If CONTRACTOR has knowledge that a client has third-party health insurance or health benefits, or that either client or CONTRACTOR is entitled to payment by a third party, CONTRACTOR shall immediately so advise COUNTY.

Pursuant to OAR 410-141-3160, "Integration and Care Coordination", COUNTY reserves the right to coordinate benefits with other health plans, insurance carriers, and government agencies. COUNTY may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2.. Coordination of benefits shall not result in compensation in excess of the amount determined by this agreement, except where State laws or regulations require the contrary.

9. Pay for Performance

COUNTY may offer to CONTRACTOR the opportunity to participate in a Pay for Performance program. Such a program will be designed to encourage quality improvement and client focused care and may include financial incentives for achievement of performance targets. The Pay for Performance program will be subject to funding availability. CONTRACTOR will not be eligible to receive performance payments during any time period CONTRACTOR is out of compliance with the terms and conditions of this agreement.

EXHIBIT D

PERFORMANCE STANDARDS

1. Interpretation and Administration of Agreement

CONTRACTOR acknowledges that this agreement between COUNTY and CONTRACTOR is subject to the underlying Health Share of Oregon/Clackamas Participation Agreement between Health Share of Oregon and COUNTY, the Health Plan Services Contract between the Oregon Health Authority and Health Share of Oregon, the Intergovernmental Agreement between the Oregon Health Authority and COUNTY, Oregon Administrative Rules related to the Oregon Health Plan Medicaid Demonstration Project and State Children's Health Insurance Program concerning mental health services, the Oregon Revised Statutes concerning the Oregon Health Plan, and other applicable Oregon statutes and administrative rules concerning mental health services. If CONTRACTOR believes that any provision of this agreement or COUNTY's interpretation thereof is in conflict with Federal and State statutes or regulations, CONTRACTOR shall notify COUNTY in writing immediately.

2. General Performance Standards

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with OHA established standards and other performance requirements relative to the quantity and quality of service and care, access to care, and administrative and fiscal management, and with all obligations and conditions stated in this agreement.

- a. Licenses and Certifications. By signing this agreement, CONTRACTOR assures that all licenses and certifications required by statute or administrative rule are and will remain current and valid for all of CONTRACTOR's employees and independent contractors providing direct service and for all of CONTRACTOR's facilities in which services are provided. CONTRACTOR assures that it is certified under OAR 309-012-0130 – 309-012-0220 or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services.
- b. Eligibility and Authorization of Services. CONTRACTOR shall verify eligibility and enrollment of clients prior to providing and billing for service and obtain authorization for the provision of covered services as necessary and appropriate according to COUNTY policies and procedures. CONTRACTOR shall participate in the COUNTY concurrent review process. CONTRACTOR understands that authorization for services will be based upon this review process.
- c. Quality Assurance and Utilization Review. CONTRACTOR shall cooperate with, and participate in, COUNTY's quality assurance and utilization review programs. CONTRACTOR shall also participate in Health Share of Oregon quality initiatives as developed. Further, CONTRACTOR shall have a planned, systematic, and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided to clients consistent with the requirements of the Health Share of Oregon/Clackamas Participation Agreement and with practice guidelines established by COUNTY.

CONTRACTOR shall work with COUNTY staff to ensure that authorized services provided by CONTRACTOR to clients are the most appropriate and cost efficient, and least restrictive. CONTRACTOR staff shall make records available to COUNTY staff on site upon reasonable notice for purposes of utilization review.

- d. Contractual Compliance. CONTRACTOR shall ensure that all providers and staff employed or contracted by CONTRACTOR who provide services to clients or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

- e. Provider Appeal Process. CONTRACTOR shall have the right to appeal actions by COUNTY or decisions concerning interpretation of the Health Share of Oregon/Clackamas Participation Agreement as they apply to this agreement. Appeals shall be made in writing.

Appeals related to administrative or clinical decisions and all other matters shall be made to COUNTY Administration within thirty (30) calendar days of the date of the action being appealed. A decision shall be issued within twenty-one (21) business days of receipt of the written appeal. An appeal of that decision can be made in writing to the Director of Clackamas County Behavioral Health Division within fourteen (14) business days of the date of the decision. The Director will issue a decision within twenty-one (21) business days, and that decision will be final.

3. Staff Credentials

COUNTY delegates to CONTRACTOR the credentialing and recredentialing of employed and contracted staff who provide services to clients under this agreement. Pursuant to OAR 410-141-3120 "Operations and Provision of Health Services", CONTRACTOR must, at a minimum, obtain and verify documents that provide evidence of credentials and complete database queries, as follows:

- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Positive clearance by the National Practitioner Data Bank and the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

CONTRACTOR shall not permit any person to provide services under this agreement if that person is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180). CONTRACTOR shall not permit any person to provide services under this agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity – Medicare and State Health Care Programs Subpart B. CONTRACTOR may not submit claims for services provided after the date of such exclusion, conviction or termination.

COUNTY reserves the right to review, upon reasonable notice and at CONTRACTOR's site, the actual documents describing the degrees, licenses and certifications of CONTRACTOR's employees and independent contractors for purposes of verification pursuant to the requirements of the Health Share of Oregon/Clackamas Participation Agreement.

CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licenses or registered pursuant to OAR 410-141-3120. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

CONTRACTOR shall provide COUNTY with a list of all staff and independent contractors who will provide services to clients under this agreement. The list shall be submitted to COUNTY within thirty

(30) days of the effective date of this agreement and shall be updated as information changes or as changes as made to CONTRACTOR's staff. The list shall document the academic degree, license, certification, and/or qualifications of each employee and independent contractor providing services under this agreement. The list shall also reflect, where applicable, the academic specialty or other applicable evidence of specialized qualifications of such individuals.

4. Recordkeeping

a. Clinical Records, Access and Confidentiality

- (1) Clinical Records. CONTRACTOR shall ensure maintenance of recordkeeping consistent with OAR 410-141-3180, "Record Keeping and Use of Health Information Technology." The clinical record shall fully document the mental condition of the client and the services received by the client under this agreement. All clinical records relevant to this agreement shall be retained for at least seven (7) years after the date of clinical services for which claims are made, encounters reported, final payment is made, or all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven-year-period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven-year-period, whichever is later.
- (2) Government Access to Records. At all reasonable times, CONTRACTOR and its subcontractors shall provide the Center for Medicare and Medicaid Services (CMS), the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Unit, OHA, COUNTY and all their duly authorized representatives the right of access to CONTRACTOR's financial (including all accompanying billing records), clinical/medical, and personnel records that are directly pertinent to this agreement in order to monitor and evaluate cost, performance, compliance, quality, appropriateness and timeliness of services provided, and the capacity of CONTRACTOR to bear the risk of potential financial losses. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions. CONTRACTOR shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.
- (3) Confidentiality and Privacy of Records. The confidentiality of information concerning clients is subject to State and Federal guidelines, including but not limited to State (ORS 179.505 through 179.507, ORS 192.502, ORS 411.320, ORS 433.045(3)) and Federal (42 CFR Part 2, 42 CFR Part 431, Subpart F, 45 CFR 205.50) confidentiality laws and regulations. CONTRACTOR and COUNTY shall not use, release, or disclose any information regarding a client for any purpose not directly connected with the administration of this agreement or under Title XIX of the Social Security Act, except with the written consent of the client or, if appropriate, the client's parent or guardian, or unless otherwise authorized by law. CONTRACTOR shall ensure that its agents, employees, officers and subcontractors with access to client records understand and comply with this confidentiality provision.
- (4) Release of Information. CONTRACTOR shall assure that COUNTY and any other cooperating health service providers have access to the applicable contents of the client's clinical record when necessary for use in the diagnosis or treatment of the client, to the extent such access is permitted by law. CONTRACTOR shall release mental health service information requested by COUNTY or a provider involved in the care of a client within ten (10) business days of receiving a signed release. Except as provided in ORS 179.505(9), CONTRACTOR shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.
- (5) External Review. CONTRACTOR shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the

quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

- (1) CONTRACTOR shall establish and maintain policies and procedures related to financial management and financial records consistent with Generally Accepted Accounting Principles. CONTRACTOR shall make such policies and procedures available to COUNTY upon request.
- (2) CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.
- (3) COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.
- (4) CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the Independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy OAR 801-030-0005, the independence rules contained within Governmental Auditing Standards (2011 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.
- (5) CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.
- (6) Limited Scope and Full Audits shall be completed within nine (9) months of the close of CONTRACTOR's fiscal year. Audit reports, including the Management Letter associated with the audit shall be submitted to COUNTY within two weeks from the date of the report. Failure to submit required audit reports and Management Letters shall be cause for withholding of contract payment until audits are submitted.

c. Consumer Complaints

- (1) CONTRACTOR shall maintain a record of all complaints made to CONTRACTOR by the client related to services provided under this agreement. A complaint means any expression of dissatisfaction, whether oral or written, submitted by a client or representative, related to any aspect of CONTRACTOR's operations, activities or behavior that pertains to availability,

delivery or quality of care. The expression may be in whatever form or communication or language that is used by the client.

- (2) CONTRACTOR shall post information on client rights and responsibilities and its consumer complaint process in a visible location in all offices, clinics and other service locations.
- (3) CONTRACTOR shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.
- (4) COUNTY reserves the right to review, upon reasonable notice and at CONTRACTOR's site, the actual documents of complaints submitted by clients, and the process by which complaints are resolved by CONTRACTOR.

5. Reporting

a. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 407-045-0250 through 407-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

b. Third-Party Resource Information

CONTRACTOR shall be responsible for maintaining records in such a manner so as to ensure that all moneys collected from third-party resources on behalf of clients may be identified and reported to COUNTY on an individual client basis. CONTRACTOR shall make these records available for audit and review consistent with the provisions of the Health Share of Oregon/Clackamas Participation Agreement.

c. Encounter Data

CONTRACTOR shall submit to COUNTY accurate and complete encounter data in the form of a CMS 1500 claim form for each contact with a client. CONTRACTOR shall use its best efforts to supply encounter data once a month, and shall in all cases, supply encounter data no later than 120 calendar days after a contact with a client. Each encounter claim shall include such information as required in the Health Share of Oregon/Clackamas Participation Agreement and meet specifications as a Valid Claim. CONTRACTOR shall use the most current DSM Multi-Axial Classification System. DSM codes shall be reported at the highest level of specificity.

d. Client Process Monitoring System (CPMS)

CONTRACTOR shall submit CPMS data for all clients receiving Covered Services under this agreement. CONTRACTOR shall submit all CPMS data to OHA via electronic media in the specific CPMS format. CONTRACTOR shall submit CPMS data within 30 days of initiating Covered Services and within 30 days of terminating Covered Services, reporting the data elements specified in the Health Share of Oregon/Clackamas Participation Agreement.

e. Data Submission Timeliness

CONTRACTOR assures that any and all data used for COUNTY's analysis of access, capacity, quality, consumer satisfaction, financial solvency, encounter data submission, and other data submission shall be submitted to COUNTY within time frames sufficient to allow COUNTY to meet OHA reporting requirements as described in the Health Share of Oregon/Clackamas Participation Agreement.

6. Monitoring

a. Agreement Compliance Monitoring

COUNTY and OHA shall conduct agreement compliance and quality assurance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY and OHA in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance and quality assurance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

Should CONTRACTOR found to be out of compliance with any requirement of this agreement, the following actions may be taken by COUNTY until the issue is resolved:

- Request a conference of the parties to determine the need for technical assistance
- Require a corrective action plan
- Disallow referral of new clients to CONTRACTOR
- Put CONTRACTOR on probationary status and suspend billing authority

Should the issue remain unresolved, COUNTY may consider CONTRACTOR in breach and may terminate this agreement.

b. External Quality Review

CONTRACTOR agrees to participate with COUNTY in any evaluation project or performance report as designed by COUNTY or applicable State or Federal agency. CONTRACTOR shall make all information required by any such evaluation project or process available to COUNTY or COUNTY's designee within thirty (30) business days of request.

EXHIBIT E

FRAUD AND ABUSE

CONTRACTOR shall comply with, and as indicated, cause all employees and subcontractors to comply with, the following requirements related to fraud and abuse.

1. General

- a. CONTRACTOR, its employees and subcontractors shall comply with all provisions of the False Claims Act established under sections 3729 through 3733 of title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any Oregon laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in 42 USC 1320a-7b).
- b. CONTRACTOR, its employees and subcontractors shall comply with Oregon laws pertaining to false claims including the following: ORS 411.670 to 411.690 (submitting wrongful claim or payment prohibited; liability of person wrongfully receiving payment; amount of recovery); ORS 646.505 to 646.656 (unlawful trade practices); ORS chapter 162 (crimes related to perjury, false swearing and unsworn falsification); ORS chapter 164 (crimes related to theft); ORS chapter 165 (crimes involving fraud or deception), including but not limited to ORS 165.080 (falsification of business records) and ORS 165.690 to 165.698 (false claims for health care payments); ORS 659A.199 to 659A.224 (whistle blowing); OAR 410-120-1395 to 410-120-1510 (program integrity, sanctions, fraud and abuse); and common law claims founded in fraud, including Fraud, Money Paid by Mistake and Money Paid by False Pretenses.
- c. CONTRACTOR shall include information in its employee handbooks or other appropriate documents on laws described above, regarding the rights of employees to be protected as whistleblowers.
- d. CONTRACTOR shall further have policies and procedures for detecting and preventing fraud, waste and abuse that shall, at a minimum, include a process for monitoring and auditing files, claims and staff performance.
- e. Entities receiving \$5 million or more annually (under this Contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and Abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
- f. Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. CONTRACTOR shall acknowledge CONTRACTOR's understanding that payment of the Claim will be from federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and State laws.

2. Fraudulent Billing and False Claims

- a. If it is determined that services billed by CONTRACTOR and paid with Medicaid funds were fraudulently billed, or that a false claim was submitted, or that an instance of abuse has occurred, the following disciplinary actions may be taken by COUNTY:
 - If Medicaid abuse is determined, consider restitution of funds based on the severity of the abuse identified.

- If fraud is determined or a false claim verified, require restitution of funds.
 - If the action identified is determined to be non-intentional, require a corrective action plan
 - Put CONTRACTOR on probationary status and suspend billing authority until the issue is resolved
 - Termination of this agreement
- b. COUNTY shall promptly refer all verified cases of fraud and abuse to the Medicaid Fraud Control Unit, consistent with the Memorandum of Understanding between the State of Oregon Department of Human Services and the Medicaid Fraud Control Unit. COUNTY shall also refer cases of suspected fraud and abuse to the Medicaid Fraud Control Unit prior to verification.

3. Participation of Suspended or Excluded Providers

CONTRACTOR shall ensure that Covered Services may not be provided to clients by the following persons (or their affiliates as defined in the Federal Requisition Regulations):

- Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order 12549 or under guidelines implementing such order; and
- Persons who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Act; and
- Persons who are currently excluded from providing services under the Oregon Medical Assistance Program.

EXHIBIT F

COMPLIANCE WITH APPLICABLE LAW

CONTRACTOR shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, 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

CONTRACTOR shall comply and cause all subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Contract, including amendments, is for more than \$10,000, then CONTRACTOR shall comply and cause 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. Non-Discrimination

- a. CONTRACTOR shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. CONTRACTOR shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.
- b. CONTRACTOR shall comply with and cause its subcontractors to comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

4. Advance Directives

CONTRACTOR shall provide adult clients with written information on Advance Directive policies and include a description of Oregon law. The written information provided by CONTRACTOR must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. CONTRACTOR must also provide written information to adult clients with respect to the following:

- a. Their rights under Oregon law;
- b. CONTRACTOR's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.
- c. CONTRACTOR must inform clients that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

5. Drug Free Workplace

CONTRACTOR shall maintain and cause all subcontractors to maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in CONTRACTOR's workplace. CONTRACTOR shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program. CONTRACTOR will further comply with additional applicable provisions of the Health Share of Oregon Core Contract.

6. Clinical Laboratory Improvement

If applicable to Scope of Work, CONTRACTOR shall and shall ensure that any Laboratories used by CONTRACTOR shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under this agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

7. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then CONTRACTOR shall comply and cause 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 OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

8. Energy Efficiency

CONTRACTOR shall comply and cause 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).

9. Resource Conservation and Recovery

CONTRACTOR shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products

containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Audits

CONTRACTOR shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

11. Truth in Lobbying

CONTRACTOR certifies, to the best of the CONTRACTOR's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 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, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the 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.

12. Conflict of Interest Safeguards

- a. CONTRACTOR and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, CONTRACTOR shall apply the definitions in the State Public Ethics Law as if they applied to CONTRACTOR for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "client of household," ORS 244.020(12).
- b. CONTRACTOR shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or

any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.

- c. "CONTRACTOR" for purposes of this section includes all CONTRACTOR's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the CONTRACTOR; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- d. CONTRACTOR shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

13. HIPAA Compliance

- a. The parties acknowledge and agree that each of OHA and CONTRACTOR is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). OHA and CONTRACTOR shall comply with HIPAA to the extent that any Work or obligations of OHA arising under this agreement are covered by HIPAA.
- b. CONTRACTOR shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this agreement and with HIPAA. CONTRACTOR shall comply and cause all subcontractors to comply with HIPAA and all the HIPAA provisions listed in the Health Share of Oregon Core Contract.
- c. HIPAA Information Security. CONTRACTOR shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of this agreement. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.



9

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioner
Clackamas County

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

Members of the Board:

**Approval of Amendment No. 3 to the Contract Documents with
Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for
Engineering Design and Plans for the Industrial Way Construction Project**

Purpose/Outcomes	Amendment No. 3 is for a contract with Harper Houf Peterson Righellis, Inc. for Consulting Engineering Services for the Industrial Way Extension Project which is a component of the Sunrise Corridor Project.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$169,000 to a revised contract value of \$617,742. The contract is fully funded by Oregon Department of Transportation (ODOT) through the OTIA Program.
Funding Source	Oregon Department of Transportation - no County funds are involved.
Safety Impact	None
Duration	Effective upon execution and terminates on June 30, 2013
Previous Board Action	<ul style="list-style-type: none"> • The original contract for \$318,897 was approved by the Board of County Commissioners on April 21, 2011. • Contract Amendment No. 1 for \$129,845 was approved by the Board of County Commissioners on May 31, 2012. • Contract Amendment No. 2 for a contract time extension was approved by the Director of the Department of Transportation & Development on August 9, 2012.
Contact Person	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656
Contract No.	N/A

BACKGROUND:

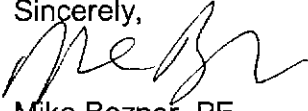
In order to accommodate the future Sunrise Corridor JTA Project, Clackamas County has contracted with Harper Houf Peterson Righellis, Inc. (HHPR) to design the Industrial Way Extension Project. The improvements associated with the Industrial Way Extension include new roadway construction, bike and pedestrian facilities, turn lanes, street lighting, storm drainage, the construction and reconfiguration of intersections, and the closure of Lawnfield Road at the Union Pacific railroad crossing.

Amendment No. 3 adds \$169,000 to the contract with HHPR for consulting engineering services. The current IGA between Clackamas County and ODOT for the Industrial Way Extension Project was recently amended (approved by the BCC on January 10, 2013) to add this extra work to the project agreement and to authorize its full funding by ODOT. The extra work is composed of tasks associated with coordinating the Industrial Way design with ODOT and the design of the Sunrise project as a whole. The \$169,000 increase brings the total consultant contract value to \$617,742. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve Amendment No. 3 with Harper Houf Peterson Righellis, Inc. for the Industrial Way Extension Project.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the February 21st Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

February 28, 2013

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **February 28, 2013**, this Amendment #3 to the contract with Harper Houf Peterson Righellis, Inc. for **Consulting Engineering Services for Engineering Design and Plans for the Industrial Way Construction Project**. This amendment was requested by Terry Mungenast, Project Manager. The original contract amount was \$318,897.00. Amendment #1 increased the contract amount by \$129,845.00 to cover the scope of work detailed in Attachment "A". Amendment #2 extended the term of the contract through June 30, 2013. Amendment #3 will increase the contract amount by \$169,000.00 to cover the additional scope of work detailed in Attachment "B". The new total contract amount is not to exceed \$617,742.00. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 416-2433-02101-481180-22187 for fiscal year 2012 - 2013.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

February 28, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to apply for Byrne Criminal Justice Innovation Program FY 2013 Competitive Grant

Purpose/Outcomes	This grant would fund development of a community prosecution and policing program that would enhance an existing attendance court in the North Clackamas School District with the goal of reducing juvenile and adult crime in the affected areas.
Dollar Amount and Fiscal Impact	The maximum value of the grant is \$1,000,000 over three years. The grant is funded through the Bureau of Justice Administration, United States Department of Justice.
Funding Source	Bureau of Justice Administration - no County General Funds are involved.
Safety Impact	Reduction of juvenile and adult crime
Duration	Effective October 1, 2013 and terminates on September 30, 2016
Previous Board Action	none
Contact Person	William Stewart, Community Prosecutor – Clackamas County District Attorney's Office - 503 722-2786

BACKGROUND:

Poor attendance at the elementary, middle and high school levels is an early indicator of poor grades, increased likelihood of failure to graduate, and, ultimately, juvenile and adult criminal involvement. This grant will expand an existing attendance court program in the North Clackamas School District by adding school resource officers and support programs for children and families who are identified by poor attendance. It will focus resources on those children and families before they become involved with DHS and the juvenile justice system under the direction of the attendance court thereby reducing system costs. The grant will also identify performance measures for attendance, academic performance, graduation, and improved juvenile and adult crime rates for participants and affected areas over the life of the grant. The partners participating in the grant will include the Clackamas County Sheriff's Office, Milwaukie Police Department, North Clackamas School District and Metropolitan Family Service.

RECOMMENDATION:

Staff recommends the Board approval of this grant proposal and authorizes John Foote, District Attorney, to sign on behalf of Clackamas County.

Respectfully submitted,

Sarah Brown
Administrator



The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications from local and tribal partners to plan, implement, and enhance place-based, community-oriented strategies to address neighborhood-level crime issues as a component of or a foundation to a broader neighborhood revitalization or redevelopment initiative. Byrne Criminal Justice Innovation (BCJI) resources will target locations where a significant proportion of crime occurs as compared to the overall jurisdiction. BCJI furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals.

Byrne Criminal Justice Innovation Program FY 2013 Competitive Grant Announcement

Eligibility

Eligible entities to serve as fiscal agent include states, unit of local governments, non-profit organizations (including tribal non-profit organizations), and federally recognized Indian tribal governments as determined by the Secretary of the Interior.

Recognizing that community safety is essential to neighborhood revitalization, BCJI resources are targeted specifically at persistently distressed neighborhoods that have significant crime challenges that generate a significant proportion of crime or type of crime within the larger community or jurisdiction impeding broader neighborhood development goals.

The BCJI application requires a consortium of partners (hereinafter referred to as "cross-sector partnership") to work together to design a strategy addressing a targeted crime problem and respond to the scope of this solicitation. The application must also show commitment from the local law enforcement agency, community leaders, and a research partner as part of this cross-sector partnership through detailed letters of support outlining their participation and partnership in the project. This cross-sector partnership must designate one agency or organization as the fiscal agent. Throughout this solicitation, "fiscal agent" and "applicant" are used interchangeably. The fiscal agent will serve as the BCJI applicant and submit the application on behalf of the cross-sector partnership, oversee coordination of the cross-sector partnership if funds are awarded, and manage any subawards for services. The fiscal agent will be legally responsible for complying with all applicable federal rules and regulations in receiving and expending federal funds. The application must demonstrate that the fiscal agent has the capacity, commitment, and community support to serve as fiscal agent. The fiscal agent must demonstrate such capacity by showing experience engaging residents as well as core criminal justice and other partners in the implementation of community justice plans, especially in the targeted community. The application must contain a strategy that responds to the scope and requirements of this solicitation.

Jurisdictions are strongly encouraged to seek the support of their local U.S. Attorney and local policymakers.

BJA may elect to make awards for applications submitted under this solicitation in future fiscal years, dependent on the merit of the applications and on the availability of appropriations.

Deadline

Applicants must register with Grants.gov prior to submitting an application. (See "How To Apply," page 35.) All applications are due by 11:59 p.m. eastern time on March 4, 2013. (See "Deadlines: Registration and Application," page 5.)

Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, or via e-mail to support@grants.gov.

Note: The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except federal holidays.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to announcement: BJA-2013-3472

Release Date: January 2, 2013

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Byrne Criminal Justice Innovation Program (CFDA #16.817)

Overview

Healthy, vibrant communities¹ are places that provide the opportunities, resources, and an environment that children, youth, and adults need to maximize their life outcomes, including high-quality schools and cradle-to-career educational programs; high-quality and affordable housing; thriving commercial establishments; access to quality health care and health services; art and cultural amenities; parks and other recreational spaces; and the safety to take advantage of these opportunities. Unfortunately, millions of Americans live in distressed neighborhoods² where a combination of crime, poverty, unemployment, poor health, struggling schools, inadequate housing, and disinvestment keep many residents from reaching their full potential. The complexity of these issues has led to the emergence of comprehensive place-based and community-oriented initiatives that involve service providers from multiple sectors and disciplines, as well as community representatives from all types of organizations, to work together to reduce and prevent crime and to revitalize communities.

In many ways, public safety is a prerequisite for the regeneration of communities and the revitalization of civic engagement in those communities. This public safety component extends beyond criminal justice, though community safety and coordination with criminal justice remains the critical piece. In order to improve and revitalize communities, there must be a role in public safety for all key stakeholders including: education, housing, health and human services providers, faith-based groups, non-profit organizations, local volunteer and neighborhood groups, local safety and law enforcement groups, residents, and businesses that comprise neighborhood clusters.

Research suggests that crime clustered in small areas, or “crime hot spots,” accounts for a disproportionate amount of crime and disorder in many communities. As a result, the last two decades have seen the development of new evidence-based strategies that target these issues and a separate set of activities designed to address community capacity to prevent and deter future crime as a primary component of neighborhood revitalization. In times of limited resources, local and tribal leaders need tools and information about crime trends in their jurisdiction and assistance in assessing, planning, and implementing the most effective use of criminal justice resources to address these issues. They also need a core foundation of resources and tools to support data-driven strategy development, community-driven capacity building for collaborative problem solving, and assistance to identify and implement evidence-based and innovative strategies to target these drivers of crime. A multi-faceted approach like BCJI targets crime in the locations where most crime is occurring. This approach can have the

¹ BJA uses “neighborhood” and “community” interchangeably. A *neighborhood* is an area that has social meaning to residents and is delineated by major streets or physical topography and is typically less than two miles wide. The neighborhood must encompass a proportion of crime hot spot(s) locations that show a consistent history of crime. This is the geographic area within which the BCJI project activities must take place.

² A *distressed neighborhood* is one with hot spots of high crime (overall or types of crime) combined with other key features that may affect a community’s capacity to deter crime including concentrated poverty, high unemployment, low performing schools, and limited infrastructure such as housing, social services, and business.

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biggest impact while also building the capacity of the community to deter future crime by addressing three of the social impacts most likely to impact crime: physical disorder, social economic status and resources, and the "collective efficacy" of the neighborhood.³

BCJI is a part of the Administration's larger Neighborhood Revitalization Initiative (NRI) that supports local and tribal communities in developing place-based strategies to change neighborhoods of distress into neighborhoods of opportunity. Recognizing that interconnected solutions are needed in order to resolve the interconnected problems existing in distressed communities, the BCJI Program is designed to provide neighborhoods with coordinated federal support in the implementation of comprehensive place-based strategies to effectively reduce and prevent crime by connecting this support to broader comprehensive neighborhood revitalization efforts. This coordinated federal support includes integrated training and technical assistance (TTA) resources (which in FYs 2013–2014 will be provided by the Local Initiatives Support Corporation (LISC)), for federal grantees involved in planning or implementing a neighborhood revitalization project; the coordination and alignment of performance metrics and reporting requirements across agencies; and providing priority consideration during the application review process to applicants who aim to combine or leverage their funds with other federal, state, local, and private sector resources.

Deadlines: Registration and Application

Applicants must register with Grants.gov prior to submitting an application. OJP encourages applicants to **register several weeks before** the application submission deadline. The deadline to apply for funding under this announcement is 11:59 p.m. eastern time on March 4, 2013. In addition, OJP urges applicants to submit applications well in advance of the application due date. See the "How To Apply" section on page 35 for details. Note that while the deadline for submission is 11:59 p.m. eastern time on March 4, 2013, staff assistance through the BJA Justice Information Center is only available until 8:00 p.m. eastern time (see "Contact Information" on the page 2 for more information about BJA's Justice Information Center).

Eligibility

Refer to the title page for eligibility under this program.

BCJI Program—Specific Information

Why focus on place-based crime strategies?

Overall crime levels are at a 30-year low. Despite this good news, there are some jurisdictions that are still experiencing increases in overall crime or specific types of crime. Within these jurisdictions, the crime is occurring in a small number of locations. In some of these places, a disproportionate amount of all crime jurisdiction-wide occurs in "microplaces" (a city block or even smaller). In some communities, less than 10 percent of all city blocks can drive large proportions of calls for service and crime incidents (as much as 30 to 80 percent). Moreover,

³ Collective efficacy is the mutual trust and a willingness of a community to intervene, for example, in the supervision of children and the maintenance of public order.

crime in these hot spots can be very stable over time, creating an opportunity to effectively prevent crime by focusing on these locations.

While crime hot spots can be disbursed throughout a jurisdiction, they can also be located in communities that are poor, have a limited infrastructure of affordable housing and retail, lack strong schools, and suffer from a shortage of effective community-based organizations to provide needed human services. These communities may also have high numbers of residents on community supervision from the courts or prison, at-risk youth, and people engaged with behavioral health and social services agencies.

Place-based initiatives seek to strengthen the capacity of neighborhood residents and organizations so that they are able to implement comprehensive strategies that aim to revitalize multiple aspects of an entire neighborhood or community to create lasting change for its residents. These place-based initiatives also create new opportunities for alignment across institutions, including federal and local government, tribal government, the private sector, philanthropic and non-profit organizations, and across issue areas including crime, housing, health, education, workforce development, transportation, and business.

The last two decades have seen the development of new evidence-based, place-based strategies that target crime hot spots through enhanced law enforcement strategies and complementary approaches designed to address a community's capacity to prevent and deter crime.⁴ At the same time, community-oriented approaches such as Weed and Seed, community policing, and community prosecution have made collaboration with community residents and leaders a priority, building trust and information sharing, enhancing the perception of the community about the fairness and effectiveness of the interventions, and increasing the willingness of community residents to comply with informal social controls in the community.

The criminal justice field has also led efforts to create and test new community-based collaborations that address criminogenic risk factors⁵ through problem-solving courts like community courts, community corrections and diversion programs, and community-based offender reentry strategies. Finally, making it physically more difficult for crime to occur by addressing physical conditions that increase risk can be very effective, using strategies such as crime prevention through environmental design (CPTED⁶), related civil legal strategies such as code enforcement and civil nuisance laws to prevent or reduce *criminal problems or incivilities*,⁷

⁴ Law enforcement strategies such as Hot Spots Policing, CeaseFire, Project Safe Neighborhoods, Drug Marketing Intervention, and Problem Oriented Policing have built on data-driven problem-solving combined with tactical enforcement to address high-risk offenders and crime. Some of these strategies have also employed community engagement efforts.

⁵ Criminogenic risk factors are 1) anti-social personality, 2) anti-social attitudes and values, 3) anti-social associates, 4) family dysfunction, 5) poor self-control, 6) poor problem-solving skills, 7) substance abuse, and 8) lack of employment and/or employment skills.

⁶ CPTED emphasizes the proper design and effective use of a created environment to reduce crime and enhance the quality of life.

⁷ Related civil legal remedies might include enforcement of nuisance and drug abatement laws to address problem properties using creative strategies like eviction, land/property use laws, improvements, and tenant screening by the neighborhood association; use of restraining orders to combat batterers, gangs, or delinquent youth; enforcing local ordinances through injunctions against loitering and gang member congregations; and banning of drug paraphernalia, billboards, and spray paint. The use of planning principles including CPTED in connection with these legal tools and technology can provide powerful ways to discourage a range of criminal activity from assaults to drug dealing. *Joint community-criminal justice problem solving and communication of community expectations can result in*

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and community revitalization. On OJP's [CrimeSolutions.gov web site](http://CrimeSolutions.gov) there is an index of effective and promising data-driven place-based strategies that applicants are encouraged to consider when developing their strategic plan. These strategies are effective enforcement and intervention strategies that should be employed as part of a comprehensive approach to help the community build protective factors to provide a long-term deterrence to future crime.

Why focus on community-oriented crime strategies?

A critical pillar of the BCJI Program is neighborhood empowerment. By encouraging community residents and leaders to rethink and redefine their civic role as agents for community vitality and change, BCJI enhances the capacity of communities to address the root causes of the social and political challenges that they face. Indeed, community-oriented approaches build trust, facilitate a mutually beneficial exchange of knowledge and resources, enhance the perception within the community about the fairness and effectiveness of policies and interventions, and increase the willingness of the community and those in the criminal justice system to comply with the social mores in the community. Implementing these efforts without community collaboration and support will likely be unsuccessful and may overlook a neighborhood's unique needs and challenges as well as the ability to develop and implement sustainable neighborhood revitalization. Community leaders and residents are often in the best position to motivate, implement, and sustain change over time and thus, proposals should be developed in collaboration with community members with an eye toward continually building community support for, and responding to, community needs as they evolve over time.

A successful application will include both a data-driven strategy to address crime hot spots while also employing an approach that engages the community and reflects how the neighborhood residents want their neighborhood to change. This strategy must focus on a targeted problem that is the root cause, contributes to, or exacerbates the drivers of crime in the identified community. The fiscal agent must work with its cross-sector partners, the neighborhood residents, and the researcher to validate the targeted problem identified in the application and the interrelated challenges which contribute to the targeted crime concern. Once identified, the fiscal agent must work with its cross-sector partners, the neighborhood residents, and the researcher to identify strategic solutions that directly address the crime problem. The application should propose a targeted set of community-oriented, evidence-based, and data-informed strategies that leverage partnerships with local and regional stakeholders to address the identified crime problem and underlying factors that drive the crime issue. Together, the BCJI strategies should address both the crime problem and the interrelated problems and contribute to a broader plan to revitalize the neighborhood. The plan must clearly outline specific objectives and goals that can be used to measure progress for the identified strategies over time.

What is capacity and how does it fit within the BCJI approach?

The BCJI approach assumes that responsibility for community safety and revitalization belongs to all stakeholders, including community members, service agencies, and government. Therefore, the overall strategy should include all key stakeholders in the problem-solving

improvement to health and safety violations, enforced clean-up and upkeep of blighted properties, eviction of problem tenants, and improved property management, with a resulting efficiency in crime abatement.

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process and there must be at least basic capacity to engage community-based partners, community leaders, and residents to collaborate in addressing the priority crime issue identified.

Community capacity refers to the ability to mobilize collective action toward defined community goals. This capacity can be developed through the cultivation of relationships among neighborhood residents, community organizations, and institutions. The capacity of organizations and cross-sector partnerships is defined as the ability to bring stakeholders together to exchange ideas, jointly plan, and collaborate in actions intended to increase safety and strengthen the community directly or indirectly. BCJI is designed to develop or enhance both community capacity as well as the capacity of organizations and cross-sector partnerships.

Communities without the basic capacity to cultivate cross-sector partnerships, engage community residents, and/or identify a public safety related problem within that community should consider applying for other grant programs and/or accessing training and technical resources, including the Building Neighborhood Capacity Resource Center.

How are NRI and BCJI connected?

Each year, the federal government funds numerous crime, affordable housing, health, cradle-to-career education, and community and economic development initiatives through an array of programs. Yet, the need for federal money to fund these initiatives has continued to grow, while the federal budget increasingly has been strained by other competing funding priorities. Recognizing that interconnected solutions are needed to resolve the interconnected problems existing in high-poverty neighborhoods, the Neighborhood Revitalization Initiative—a White House-led collaboration between the U.S. Departments of Education (ED), Health and Human Services (HHS), Housing and Urban Development (HUD), Justice (DOJ), and Treasury—is developing a new approach to neighborhood revitalization to better support community-based initiatives that produce significant benefits for distressed neighborhoods as well as surrounding areas.

To facilitate this comprehensive approach, in part, these federal agencies that award place-based grants aim to offer grantees an integrated system of support by breaking down “silos” so that solutions are implemented more effectively and efficiently and communities can access services in a more comprehensive and coordinated way. Moreover, these federal agencies are working together to make it easier for a single community to leverage federal resources and reduce barriers to effective and coordinated implementation of federal grants.

Due to similarities in geographic targets and the inextricable link between housing, education, health, economic development, and public safety, applicants should develop a plan to coordinate BCJI with other existing neighborhood revitalization efforts—such as ED’s Promise Neighborhoods,⁸ HUD’s Choice Neighborhoods⁹ and/or HHS’s Community Health Center¹⁰ grants, or Treasury’s Community Development Financial Institutions¹¹ (CDFI) funds—whenever these resources are directed to locations proposed to be targeted with a grant under this

⁸ For more information, go to www2.ed.gov/programs/promiseneighborhoods/index.html.

⁹ For more information, go to portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/cn.

¹⁰ For more information, go to www.bphc.hrsa.gov/about/index.html.

¹¹ For more information, go to www.cdfifund.gov.

solicitation. While coordination with Promise, Choice, and Community Health Center grants, and CDFI funds is a priority, DOJ acknowledges that applicants may not be co-located with these grants, and co-location with these revitalization efforts, is not a requirement to receive BCJI funding.

Coordinating funding streams from multiple sources is crucial to achieving sustainable change; all applicants are encouraged to develop plans to coordinate public and private infrastructure and funding streams at the federal, state, and local level. For a partial list of federal funds available for neighborhood revitalization, see Appendix 1 of the White House Neighborhood Revitalization Initiative Report. Applicants are also encouraged to go to the BJA web site for other potential resources to support community safety goals, including grants and training and technical assistance.

In addition to allowing for more sustainable funding, effective program coordination acknowledges the interrelatedness of neighborhood assets in rebuilding the neighborhood economy. Wherever possible and appropriate, applicants should consider partnering (by braiding funding streams, contributing to policy development, etc.) with organizations engaged in revitalization of other neighborhood assets. Public safety revitalization is especially suitable for collaboration across assets, as improving public safety can be a prerequisite for creating sustainable change within other neighborhood assets.

These coordinated efforts should result in the strategic investment of resources into the following key neighborhood assets:

- a. Developmental assets that allow residents to attain the skills needed to be successful in all aspects of life (e.g., educational institutions, early learning centers, and health resources);
- b. Commercial assets associated with production, employment, transactions, and sales (e.g., labor force and retail establishments);
- c. Recreational assets that create value in a neighborhood beyond work and education (e.g., parks, open space, arts organizations, restaurants, movie theatres, and athletic facilities);
- d. Physical assets associated with the built environment and physical infrastructure (e.g., housing, commercial buildings, roads, sidewalks, and bike paths); and
- e. Social assets that establish well-functioning social interactions (e.g., criminal justice, juvenile justice, and community engagement).

By focusing resources in targeted places, and by drawing on the compounding effect of well-coordinated actions, BCJI will support local efforts to build neighborhoods of opportunity.

Goals, Objectives, and Program Approach

The goal of BCJI is to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within a targeted neighborhood as part of a broader strategy to advance neighborhood revitalization through cross-sector community-based partnerships. To achieve these goals, successful strategies **must** commit to accomplishing the following objectives:

1. Identify a neighborhood with a concentration of crime hot spots which have for a period of time composed a significant proportion of crime or types of crime.
2. Identify and build upon existing planning efforts, if any, to revitalize the neighborhood or address issues that relate to the crime issues identified.
3. Enhance a community-based team with the presence of criminal justice, social service, and neighborhood revitalization partners to implement the project.
4. Offer ongoing community engagement and leadership building support and ensure the community is engaged in the process.
5. Collaborate with local law enforcement and a research partner to conduct an analysis of crime drivers and an assessment of needs and available resources.
6. Develop a strategy that offers a continuum of approaches to address the drivers of crime, including potentially, enforcement, prevention, intervention, and revitalization strategies.
7. Establish effective partnerships both to provide solutions along the continuum and *commit resources to sustain what works*.
8. Implement a comprehensive and coordinated strategy with support from the BCJI TTA provider.
9. Assess program implementation in collaboration with research partners, and plan for sustainment of effective strategies with private and public state, local, and tribal funding.

To be a successful applicant, the fiscal agent **must**:

1. Have capacity to engage residents and critical partners and coordinate the implementation of a comprehensive and coordinated action plan on the ground.
2. Demonstrate support of the local law enforcement agency and a research partner, including letters of support from each.
3. Demonstrate partnerships with cross-sector partners, including at least one letter of support.
4. Demonstrate existing partnerships with community leadership, including at least one letter of support.
5. Demonstrate the existence of a mechanism to engage neighborhood residents (e.g., surveys, focus groups, town halls, regularly scheduled community meetings, etc.).
6. Demonstrate ability to coordinate, collaborate, and advocate among service providers including behavioral health, non-profit and faith-based organizations, community development practitioners, education, businesses, and local government (e.g., by the formation of a diverse advisory board or cross-sector partnership team to address an identified problem).
7. Include details of any existing local initiatives or efforts to revitalize the neighborhood or address issues that relate to the crime issues identified.
8. Support the planning and sustainment of the program through proactive program management tied to rigorous research and data analysis, program assessment, and leveraging of other funding and resources to support the project and its long-term sustainability.

Elements of BCJI

Place-based strategy: Targets a neighborhood with high levels of crime or types of crime in order to most effectively direct resources and to positively influence multiple social disorganization factors such as concentration of high-risk residents, limited infrastructure, and

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collective efficacy of community and physical conditions. Specifically, research shows that targeting a neighborhood with a number of geographic “hot spots” of criminal activity is effective in preventing and reducing crime, but should also build upon other existing efforts to revitalize the community by addressing underlying needs of residents, engaging the community in problem solving or improving the physical infrastructure consistent with CPTED principles. An initial strategy to clearly define the nature, extent, and factors of the crime issue and to target the criminal activity with a comprehensive, community-oriented approach is essential. Collaboration building with neighborhood revitalization partners and efforts can build positive infrastructure to prevent future crime and to enhance the legitimacy of strategies.

EXAMPLE 1: An identified issue might be drug- and gang-related crime occurring in vacant properties and lots, and an abandoned playground, all near a housing project that is undergoing a plan for revitalization with HUD and other funds. The initial data analysis might show that the prior law enforcement responses had been limited and their impact did not last, in part because the physical location attracted the drug and gang activity and made enforcement challenging. The response could include enforcement efforts by federal and local law enforcement, U.S. Attorneys, and local prosecutors to address directly the drug dealing and other gang related crime. The strategy might also employ an assessment of the area and development of a CPTED strategy that includes collaboration with local housing, public works, and recreation department to clean up the community with residents, secure and renovate vacant houses and lots, redevelop the playground, and develop a public safety strategy as a component of the housing revitalization project.

EXAMPLE 2: Another example might include a community where there are significant and increasing levels of crime. The initial analysis might show that these crimes were driven in part by individuals released from the state prison, and that they and their families compose 30 percent of all residents in the targeted community. The response could include increased presence and community-oriented supervision by parole, coordination with law enforcement, and coordinated reentry support services, including employment, cradle-to-career education, counseling, and treatment. The school could be a critical partner in engaging in community and family partnerships to address the underlying risk factors for these returning residents and in breaking the cycle with their children through prevention and family support efforts including counseling and substance abuse treatment and prevention.

These are just two of many potential examples of how BCJI seeks to comprehensively address a targeted crime issue.

Data-driven problem solving: Local researcher-practitioner partnerships¹² can help a community collaboration to use data and intelligence to clearly define problems, identify evidence-based and innovative strategies, and periodically assess program implementation to refine the approach and enhance the program. They can also help communities assess gaps in services, strategies, and partners. Finally, these approaches seek to identify and reduce the impact of the drivers of crime and locations of crime hot spots, rather than just responding to incidents of crime through traditional arrest, prosecution, and sentencing.

¹² Research partnerships can help BCJI grantees better understand the problems in their community and provide the partners with practice- and policy-relevant information while affording researchers the opportunity to contribute to the current body of knowledge.

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Community-oriented: To catalyze and sustain change, there must be active involvement and leadership of neighborhood residents throughout the revitalization process. Understanding residents' views of the neighborhood, particularly the neighborhood's needs and assets, and how residents want their neighborhood to change, is critical. Tactical enforcement by criminal justice partners are maximized through collaborations with community residents and institutions, building positive social controls that can deter future crime¹³ and the legitimacy of police, prosecutors, and other criminal justice partners. This legitimacy can increase a community's potential for collaboration with criminal justice partners, assist them in contextualizing issues, and solve problems more effectively. Engaging in community-oriented strategies should be driven by local data and needs, and address critical issues comprehensively—for example, addressing drug markets and sales through enforcement, treatment, and prevention. Jurisdictions are also strongly encouraged to seek the support of the U.S. Attorney and local policymakers.

Cost effective: Place-based strategies, if implemented correctly, should assist local jurisdictions in maximizing their resources by identifying the drivers of crime in persistently high-crime communities and targeting these drivers through comprehensive strategies. To ensure the success and sustainability of place-based efforts, projects should include several critical aspects to their structure and approach:

Planning Based: Implementation of BCJI must include a critical planning period to ensure the engagement of critical partners—such as the community residents, local researcher, and practitioner agencies—and to access accurate data to conduct a data analysis to clearly define the crime locations and drivers, development of research-based and/or innovative strategies, and assess gaps in resources and partners. This data is critical to be able to target the drivers of crime in the hot spots. This planning phase is discussed in more detail under Award Categories, Amount, and Length on page 13.

Leverages Research and Innovation: To maximize resources, communities should target drivers of crime through research-based strategies. Where there are gaps in research, communities are encouraged to engage in data-driven innovation to build new strategies or test promising interventions. BCJI is designed to assist communities with a strategic revitalization effort that aligns their resources in targeted areas to effectively reduce and/or eliminate risk factors that lead to crime. Resources about evidence-based practices include the CrimeSolutions.gov web site (see more information below), web sites for specific research-based practices and programs, and training to support local researcher-practitioner partnerships. To continue to add to knowledge generation, contingent upon the availability of funding in future fiscal years, BJA plans to evaluate a small number of the grantee sites to enhance knowledge about the effectiveness of these approaches.

Capacity Building: The communities best suited to place-based, community-oriented strategies should have a demonstrated commitment and capacity to form partnerships and work collaboratively, even if they face ongoing challenges in their attempts to identify crime issues and develop a targeted strategy to address those issues.¹⁴ Developing the

¹³ Examples include previously funded Weed and Seed, community policing, community organizing, and community prosecution.

¹⁴ Communities without this basic capacity should consider utilizing the TTA resources, including those available through the companion [Building Neighborhood Capacity Program](#).

capabilities of a cross-sector partnership as well as the community at large should be a key strategy of organizations pursuing comprehensive neighborhood revitalization. Investing in and building organization capacity—community engagement, building and managing data systems, recruiting and retaining staff, and developing resources are examples of organizational capacity that take money, time, and energy. Developing these capabilities should be a key strategy of organizations pursuing comprehensive neighborhood revitalization, rather than an afterthought.

Evidence-Based Programs or Practices

OJP places a strong emphasis on the use of data and evidence in policy making and programming in criminal justice. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

Award Categories, Amount, and Length

In FY 2013, two categories of BCJI applications are solicited. **Category 1** solicits applications to plan and implement a place-based, community-oriented crime strategy in a targeted neighborhood ("Planning and Implementation" grants). **Category 2** solicits applications to enhance an existing community-based initiative by planning and implementing an enhancement to a place-based community-oriented crime strategy in a targeted neighborhood as a component of a broader neighborhood revitalization plan ("Enhancement" grants).

Both Category 1 and Category 2 grants require a planning phase which is described in detail below. BJA will make grant awards for up to \$1 million for Category 1 applicants and up to \$600,000 for Category 2 applicants for an initial 15-month project period, with the goal of approving a full 36-month project period once the planning is completed and a revised implementation and/or enhancement strategy and budget is approved. During the planning phase, grantees will only have access to a small portion of funds to fund the initial data analysis, problem assessment, and identification of evidence-based practices by the research partner in addition to other planning activities. At the conclusion of the planning phase, grantees will be required to revise and resubmit to BJA their project proposals for a thorough review. Grantees

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must then receive BJA's approval of the plan before they will be permitted to advance to the implementation and/or enhancement phase of the grant, access the remainder of the grant funds, and receive approval to extend the project period to the intended full 36 months. During the review of the revised plan, grantees will have an opportunity to address any issues or concerns in the revised implementation and/or enhancement strategy. Grantees whose implementation and/or enhancement plans are not approved within a reasonable time after receiving feedback from BJA staff may not receive access to the funds for implementation and/or enhancement or an extension of their project period past the initial 15-month period.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Category 1: Planning and Implementation. Competition ID: BJA-2013-3473.

BJA anticipates that it will make awards of up to \$1 million each for an initial 15-month project period. During the initial project period, grantees will only have access to the planning funds of up to \$150,000 of the overall total award. During the initial 15-month project period, the grantee will complete the planning activities and submit a revised plan and budget narrative and detail for the implementation phase. Only upon BJA's approval of the implementation plan will the project period be extended to the intended full 36-month project period and the special condition which will allow the grantee to use the implementation funding will be released.

Category 1 applicants will plan and implement a BCJI strategy that builds partnerships and collaborations in an effort to address a chronic crime issue(s) within the target neighborhood. This category includes applicants who may already have some anti-crime initiatives in place, but not a multifaceted place-based program. Applicants with existing anti-crime initiatives will use those initiatives as a platform to plan and implement a BCJI strategy that builds partnerships and collaborations in effort to address a chronic crime issue within the target neighborhood. The crime issue must represent a significant proportion of crime or type of crime within the larger community or jurisdiction.

Spearheaded by the fiscal agent, this BCJI strategy should be designed by a cross-sector partnership to include community stakeholders, law enforcement, and local research partner. This cross-sector partnership will complete an integrated planning phase to analyze the crime issue using data and will develop a coordinated response that includes both place-based and community-oriented strategies to address the crime issue. To successfully develop and implement the BCJI strategy, the cross-sector partnership will need to work with public and private agencies, organizations (including philanthropic organizations), and individuals to gather and leverage resources needed to support the financial sustainability of the plan. To achieve the core goal of BCJI, the cross-sector partnership is encouraged to consider how the BCJI strategy, once implemented, might serve as the platform to a future neighborhood revitalization plan.

A 9–12 month planning component must be built into every BCJI implementation grant award to allow the team to collect and analyze data and assess needed resources and partners prior to implementation. BCJI will provide national leadership in partnership with LISC, the TTA partner. The fiscal agent will oversee the process through which crime issues are identified, strategy development, and performance management with the research partner, and the fiscal agent will coordinate efforts to leverage other resources and funding. Up to 12 months of the total project period can be used to complete the planning phase of the BCJI strategy.

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To ensure a focus on planning, data collection, research, and analysis, the funding for the initial planning period will be limited to up to \$150,000 for implementation grantees. Of this, the application must clearly document that at least one third and ideally as much as one half must be committed to the cost of initial data analysis, problem assessment, and identification of evidence-based practices by the research partner. After the initial planning period and approval by BJA of a revised plan and budget,¹⁵ the implementation phase begins. The plan and budget must be approved by BJA prior to release of funds and before any implementation initiatives begin. Grantees must ensure that the core elements of BCJI are in place; they have collected baseline data; and there must be a strong research or data base for proposed place-based programs or strategies.

Category 2: Enhancement. Competition ID: BJA-2013-3474.

BJA anticipates that it will make awards of up to \$600,000 for an initial 15-month project period. During the initial project period, grantees will only have access to the planning funds of up to \$90,000 of the overall total award. During the initial 15-month project period, the grantee will complete the planning activities and submit a revised plan and budget narrative and detail for the enhancement phase. Only upon approval of the enhancement plan by BJA will the project period be extended to the full 36-month project period and the special condition which will allow the grantee to use the enhancement funding be released.

Category 2 applicants will plan and then augment an established partnership and collaboration to address a chronic crime issue(s) within the target neighborhood. The established partnership or collaboration can have either a crime or neighborhood revitalization focus. The crime issue must produce a significant proportion of crime or type of crime within the larger community or jurisdiction. The established partnership will strengthen its coalition by adding other essential partners, such as the local law enforcement agency, other criminal justice partners, the research partner, and revitalization partners. The established partnership will also build resident and community support for and involvement in the development and implementation of the BCJI strategy. This new cross-sector partnership will then designate a fiscal agent and develop a BCJI strategy to comprehensively address crime in targeted hot spots. The BCJI strategy will consist of place-based, community-oriented crime strategies and will include the BCJI program elements as outlined in this solicitation. To successfully develop and implement the BCJI strategy, the cross-sector partnership will work with public and private agencies, organizations (including philanthropic organizations), and individuals to integrate funding streams and high-quality programs into the BCJI strategy, and also leverage resources needed to support the financial sustainability of that strategy. To achieve the core goal of BCJI, Category 2 requires implementation of the BCJI strategy in collaboration with a neighborhood revitalization plan.

A 3–6 month planning component must be built into every BCJI enhancement grant award which will allow the team to collect and analyze data and assess needed resources and partners prior to enhancement. BCJI will provide national leadership in partnership with LISC, the TTA partner. The fiscal agent will oversee project assessment and management with the research partner and coordinate efforts to leverage other resources and funding.

To ensure a focus on these issues, the funding for the initial planning period will be limited to up to \$90,000 for enhancement grantees. The application must clearly document that at least one

¹⁵ This will be accomplished by release of the related special conditions.

third and ideally as much as one half must be committed to the initial data analysis, problem assessment, and identification of evidence-based practices by the research partner. After the initial planning period has ended, the enhancement phase of the grant begins. The plan and budget must be approved by BJA prior to release of funds and before any enhancement initiatives begin. Grantees must ensure that the core elements of BCJI are in place, they have collected baseline data; and there must be a strong research or data base for proposed place-based programs or strategies.

Budget Information

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2012 salary table for SES employees is available at www.opm.gov/oca/12tables/indexSES.asp. Note: A recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General (AAG) for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit its budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service being provided, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Travel and Training Funds

Applicants must budget funding to travel to DOJ-sponsored BCJI training meetings. Applicants must estimate the costs of travel and accommodations for up to three personnel to attend at least two meetings in Washington D.C. during the life of the grant. Approval from BJA is required prior to any use of travel funds outside of DOJ-sponsored BCJI training meetings.

Minimization of Conference Costs

OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP web site at www.ojp.gov/funding/confcost.htm. This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients), and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets

upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

Prior review and approval of conference costs can take time (see the guidance for specific deadlines), and applicants should take this into account when submitting proposals. Applicants also should understand that conference cost limits may change and that they should check the guidance for updates before incurring such costs.

Note on food and beverages: OJP may make exceptions to the general prohibition on using OJP funding for food and beverages, but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such exception requires OJP's prior written approval. The restriction on food and beverages does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

Subawards and Contracts

Subawards and contracts in excess of \$100,000 must be competed and applicants should plan accordingly.

Adequate Competition

As an award recipient or subrecipient, successful applicants must conduct all procurement transactions in an open, free, and fair competition. This requirement holds whether purchasing transactions are negotiated or competitively bid, and without regard to dollar value. See the OJP Guide to Procurement Procedures for more information.

- The Uniform Administrative Requirements codified in Title 2 Code of Federal Regulations (CFR) Part 215 (U.S. Department of Justice Title 28 CFR §66.36 and Title 28 CFR §70.44) require competition on contract awards.
- In the application, applicants should indicate that a competitive process will occur in which a contractor will be selected, but applicants may not name a specific contractor without competition.
- A commercial organization that is ineligible to receive a direct award under a specific appropriation or program cannot be named as a sole-source contractor in a grant application by an eligible applicant. The eligible applicant should indicate that a competitive process will occur in which a contractor will be selected, but a specific contractor cannot be named without competition. Under certain circumstances, however, this sole-source rule can be waived when the applicant can document that there is only one contractor qualified or available to perform the function. These circumstances should be discussed with a program manager's direct supervisor and an Office of General Counsel representative.

A sole-source procurement process may be used when the following can be documented:

- The item or service is available only from a single source;
- A true public exigency or emergency exists; or
- After competitive solicitation, competition is considered inadequate.

Award recipients cannot award a sole-source contract to an entity not eligible to be a direct recipient. For example, many grant program awards cannot be distributed to a commercial or for-profit organization as a sole source contractor if that organization is ineligible to receive a direct award under a specific appropriation or program.

For all sole-source procurements in excess of \$100,000, award recipients must receive prior approval from the awarding agency.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits by individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.gov/funding/other_requirements.htm.

Match Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Performance Measures

To assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. OJP will require any award recipient, post award, to provide the data requested in the "Data Grantee Provides" column so that OJP can calculate values for the "Performance Measures" column. **All grantees are required to collect baseline data during the planning phase and approval of the implementation and/or enhancement plan is dependent upon documenting that this baseline data has been collected.** Due to the broad nature of this program and the initial data analysis and planning phase of the grant, these measures are a representative sample of the measures for BCJI. Specific measures for implementation or enhancement grantees will be finalized prior to advancement from the planning phase to the implementation phase, based upon development of specific strategies, including the specific examples of types of innovative and research or evidence based programs.

Objectives	Performance Measure	Data Grantee Provides
<p>Improve community safety by supporting the development and implementation of comprehensive, coordinated evidence-based strategies that address crime problems and their underlying causes within a targeted neighborhood as part of a broader strategy to advance neighborhood revitalization through cross sector community based partnerships</p>	<p>Number of programs reporting an increase in community stakeholder collaboration/partnerships</p>	<p>Number and type of partnerships formed with community stakeholders</p> <p>Types of partnerships formed with community stakeholders (e.g., law enforcement agencies, criminal justice partners, research institutions, education institutions, health and human service institutions, housing institutions, job training programs, private businesses, parks, non-profits, government partners, and faith-based organizations</p> <p>Number of partnerships with signed agreements (e.g., MOUs, LOAs, etc.)</p>
	<p>Percent change in the number of resources leveraged for program implementation</p>	<p>Number of resources (time, funds, skills) leveraged for program implementation</p> <p>A. During current reporting period</p> <p>B. During previous reporting period</p> <p>Type of contribution made by community stakeholder:</p> <p>A. Amount of Time</p> <p>B. Amount of Funds</p> <p>C. Skills (specify types)</p>
	<p>Percent change in collaborative members who are willing to contribute resources to BCJI initiative</p>	<p>Number of collaborative members who are willing to contribute (time, funds, skills) to BCJI initiative</p> <p>A. During current reporting period</p> <p>B. During previous reporting period</p>
	<p>Percentage of communities that use data to inform local decision making</p> <p>Number of times research results provided to stakeholders</p>	<p>Number of BCJI grantees that report using data and research to validate crime and related community safety issues</p> <p>Number of BCJI grantees that report using data and research to develop a strategy focused on drivers of community crime</p> <p>During the reporting period:</p> <p>Number of times the BCJI strategy objectives are developed, revised, reprioritized, enhanced, and/or expended based on research findings and/or data analysis</p> <p>Number of times research partner provided research results to collaborative members and/or stakeholders</p>

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	Participation rate	Number of residents actively participating in BCJI initiative A. During the current reporting period B. During the previous reporting period
	Percent of survey respondents willing to contribute resources	Number of residents surveyed Number of residents surveyed who are willing to contribute resources (time, funds, skills) to BCJI initiative Number of residents surveyed prior to BCJI initiative
	Percent change in survey respondents who report feeling safe	Number of residents surveyed who reported feeling safe in the community prior to BCJI initiative Number of residents surveyed after the implementation of BCJI initiative Number of residents surveyed who reported feeling safe in the community after the implementation of BCJI initiative
	Number of grantees implementing an innovative, evidence-based or data-driven program/practice or strategy	Provide documentation of baseline and ongoing use of innovation, research or data in program policies and strategies
	Percent change in incidents of selected crime	Number of incidents of selected crimes committed in current reporting period (e.g., drug related crime, property crime, violent crime, code enforcement, etc.) Number of incidents of selected crimes committed in previous reporting period (e.g., drug related crime, property crime, violent crime, code enforcement, etc.)

OJP does not require applicants to submit performance measures data with their applications, but data must be submitted upon completion of the planning phase before advancing to the implementation or enhancement phase. Instead, applicants should discuss in their application their proposed methods for collecting data for performance measures. Refer to the section "What an Application Should Include" on page 21 for additional information.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or

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are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "Research and the Protection of Human Subjects" section of the OJP "Other Requirements for OJP Applications" web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the "Confidentiality" section on that web page.

Notice of Post-Award FFATA Reporting Requirement

Applicants should anticipate that OJP will require all recipients (other than individuals) of awards of \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), to report award information on any first-tier subawards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding subawards will be made through the FFATA Subaward Reporting System (FSRS), found at www.fsr.gov.

Note also that applicants should anticipate that no subaward of an award made under this solicitation may be made to a subrecipient (other than an individual) unless the potential subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application, and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending *satisfaction of the conditions*.

Moreover, applicants should anticipate that applications that are determined to be nonresponsive to the scope of the solicitation, or that do not include application elements that BJA has designated to be critical, will neither proceed to peer review nor receive further consideration. Under this solicitation, BJA has designated the following application elements as critical: Project Abstract, Program Narrative, Budget Detail Worksheet and Budget Narrative, and Letters of Support. In addition, applications must demonstrate that at least one third of the funds in the planning phase are used to support the cost of initial data analysis, problem assessment, and identification of evidence-based practices by the research partner.

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OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "Budget Detail Worksheet and Budget Narrative," "Timelines," "Memoranda of Understanding," "Resumes") for all attachments. Also, OJP recommends that applicants include resumes in a single file.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant's profile to populate the fields on this form. When selecting "type of applicant," if the applicant is a for-profit entity, select "For-Profit Organization" or "Small Business" (as applicable).

2. Project Abstract (Attachment 1)

Applicants must provide an abstract identifying the applicant's name, title of project, and category for which the applicant is applying (i.e., Category 1: Planning and Implementation). The abstract **must** include:

1. Identification of the target neighborhood/neighborhood boundaries **and** zip code(s)
2. Identification of whether the target neighborhood is a Department of Education's Promise Neighborhood; Department of Housing and Urban Development's Choice Neighborhood; a recipient of Department of Health and Human Services' Community Health Center grant; or a recipient of Department of the Treasury's Community Development Financial Institution (CDFI) funds.
3. A list of partners that comprise the cross-sector partnership.
4. A brief description of why the target neighborhood needs an Implementation or Enhancement grant, including any crime data and/or community survey data about problems within the target location proposed for the grant.
5. Goals of the project.
6. A brief description of the strategies to be used/implemented, including a short description of activities during the planning phase.
7. Length of the project period.
8. Total amount of funding being requested.
9. Identification of any other resources that will support this program.¹⁶

The abstract can be single-spaced, using a standard 12-point font (Times New Roman is preferred) with not less than 1-inch margins, and must not exceed 3 pages.

If the program abstract fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions.

Permission to Share Project Abstract with the Public: It is unlikely that BJA will be able to fund all promising applications submitted under this solicitation, but it may have the opportunity to share information with the public regarding promising but unfunded applications, for example, through a listing on a webpage available to the public. The intent of this public posting would be to allow other possible funders to become aware of such proposals.

¹⁶ Do not include these items in the budget. The purpose is to show support, but will not be tracked as a match.

In the project abstract template, applicants are asked to indicate whether they give OJP permission to share their project abstract (including contact information) with the public. Granting (or failing to grant) this permission will not affect OJP's funding decisions, and, if the application is not funded, granting permission will not guarantee that abstract information will be shared, nor will it guarantee funding from any other source.

Note: OJP may choose not to list a project that otherwise would have been included in a listing of promising but unfunded applications, should the abstract fail to meet the format and content requirements noted above and outlined in the project abstract template.

3. Program Narrative (Attachment 2)

The program narrative must respond to the solicitation and the Selection Criteria (1–4) in the order given. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with not less than 1-inch margins, and must not exceed 20 pages. Number pages "1 of 20," "2 of 20," etc.

If the program narrative fails to comply with these length-related restrictions, BJA may consider such noncompliance in peer review and in final award decisions.

The following sections should be included as part of the program narrative:

A. Statement of the Problem

B. Project Design and Implementation

C. Capabilities and Competencies

D. Evaluation, Sustainment, Plan for Collecting the Data Required for this Solicitation's Performance Measures

BJA does not require applicants to submit performance measures data with their application, but BJA requires that baseline data for these measures must be provided for BJA to approve the proposed implementation and/or enhancement strategy. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

4. Budget and Budget Narrative (Attachments 3 and 4)

Applicants must provide a budget and budget narrative in response to Selection Criteria 5. The fiscal agent will oversee project assessment and management with the research partner and coordinate efforts to leverage other resources and funding. To ensure a focus on these issues, the funding for the initial planning period will be limited to up to \$150,000 for implementation sites and \$90,000 for enhancement grantees. Of this, at least one-third and ideally as much as one-half will be committed to the initial data analysis, problem assessment, and identification of evidence-based practices by the research partner. All budgets must clearly document that at least one-third, and ideally at least one-half of the planning phase funding will be allocated to the cost of initial data analysis, problem assessment, and identification of evidence-based practices by the research partner..

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NOTE: Subawards and contracts in excess of \$100,000 must be competed and applicants should plan accordingly.

Applicants must budget funding to travel to DOJ-sponsored BCJI training meetings. Applicants should estimate the costs of travel and accommodations for up to three personnel to attend at least two meetings in Washington, D.C. during the life of the grant. Approval from BJA is required prior to any use of travel funds outside of Department of Justice-sponsored BCJI training meetings.

a. **Budget Detail Worksheet (Attachment 3)**

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/forms/budget_detail.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm.

b. **Budget Narrative (Attachment 4)**

The Budget Narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year to reflect the entire grant period; however, the budget summary page totals should reflect the entire grant period.

5. **Indirect Cost Rate Agreement (if applicable)**

Indirect costs are allowed only if the applicant has a federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant's accounting system permits, costs may be allocated in the direct cost categories.

If DOJ is the cognizant federal agency, obtain information needed to submit an indirect cost rate proposal at www.ojp.usdoj.gov/funding/pdfs/indirect_costs.pdf.

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Additional Attachments

• **Time and Task Plan and Position Descriptions (Attachment 5)**

Attach a Time and Task Plan Timeline (with an estimated start date of October 1, 2013) with each project goal, related objective, activity, expected completion date, and responsible person or organization; and Position Descriptions for key positions. Do not include materials not requested in this attachment; additional material will not be reviewed.

• **Letters of Support (Attachment 6)**

Each applicant must submit, as part of its application, a Letter of Support, signed by each individual, organization, or agency listed below (1-5). Each Letter of Support must:

- Describe each partner's financial and programmatic commitment.
- Describe how each partner's existing vision and current activities align with those of the BCJI cross-sector partnership.
- For Letters of Support from the law enforcement, include a commitment to provide crime and arrest data needed to complete the crime analysis described in this solicitation.

Letters of Support must be included from the following individuals/organizations:

1. Fiscal agent
2. Local law enforcement agency
3. One cross-sector partner who is essential to the strategy
4. One community leader

NOTE: In an effort to minimize duplication, if the fiscal agent is also the law enforcement agency, the fiscal agent may omit inclusion of a Letter of Support. In these two instances, the BCJI application may include three rather than four letters of support.

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- **Research Partner Letter of Participation (Attachment 7)**

Qualifications, Expertise, and Letter of Participation

A letter of participation from the Research Partner that is addressed to BJA and reviewed by the police agency should be submitted as Attachment 7 to the application. The Principal Investigator/Research Partner should provide a brief biographical statement about their qualifications in conducting field research. At a minimum, the statement should include the following: highest degree earned, year, and institution; years of experience in conducting research and evaluation; and a list of no more than three publications relevant to policing and/or evaluation. In the biographical statement, the Research Partner should also demonstrate his/her expertise and knowledge of community-oriented, place-based crime strategies, evaluation methods, and familiarity with the police agency. For example, the research partner could briefly describe prior projects that involved data drive approaches to address crime issues, evaluations, and/or research with law enforcement or other criminal justice partners.

The letter should indicate the type of relationship that the Research Partner has with the fiscal agent and/or police agency. That is, the Research Partner should indicate whether it has worked with the fiscal agent and/or police agency in the past or whether this is a new endeavor. In either case, the Research Partner should indicate its capacity to assist the police agency with data collection issues and analysis. In addition, the letter should include a brief paragraph about the evaluation methods that will be used for the project.

Memorandum of Agreement

If the application is selected to receive a grant award, the fiscal agent, police agency (if not the fiscal agent), and the Research Partner will be asked to include a Memorandum of Agreement about the specific roles, responsibilities, and expectations of the Research Partner. The MOA should be signed by the Research Partner and the designated officials within the fiscal agent and police department, if separate agencies.

- **Applicant Disclosure of Pending Applications (Attachment 8)**

Applicants are to disclose whether they have pending applications for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will be subawarding federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as separate attachment, with the file name "Disclosure of Pending Applications," to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g. "[Applicant Name] does not have pending applications within the last 12 months for federally funded assistance that include requests for funding or support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

8. Other Standard Forms

Additional forms that OJP may require in connection with an award are available on OJP's funding page at www.ojp.usdoj.gov/funding/forms.htm. For successful applicants, receipt of funds may be contingent upon submission of all necessary forms. Note in particular the following forms:

- a. Standard Assurances*
Applicants must read, certify, and submit this form in GMS prior to the receipt of any award funds.
- b. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*
Applicants must read, certify and submit in GMS prior to the receipt of any award funds.
- c. Accounting System and Financial Capability Questionnaire
Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years; must download, complete, and submit this form.

*These OJP Standard Assurances and Certifications are forms which applicants accept in GMS. They are not additional forms to be uploaded at the time of application submission.

Selection Criteria

The following five selection criteria will be used to evaluate each application, with a different weight given to each based on the percentage value listed below after each individual criteria.

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For example, the first criteria, "Statement of the Problem," is worth 20 percent of the entire application in the peer review process.

1. Statement of the Problem (20 percent of 100)

All applicants should explain the inability to fund the program adequately without federal assistance. For both implementation and enhancement applicants:

- Clearly define the scope of a crime problem in the distressed neighborhood which the proposed project seeks to impact. Describe the nature and scope of crime in the targeted neighborhood, including identifying the number and location of the specific city blocks or other hot spots where a large proportion of crime or types of serious crime occur, as compared with crime rates in the overall jurisdiction. Provide any local/state data and a trend analysis **for the specific target area** (including data, Uniform Crime Reporting (UCR), calls for service, and survey results from target area residents) to support the discussion.
- Describe the geographic boundaries of the targeted neighborhood, the zip code, as well as the population size and demographic make-up of the population of both the overall jurisdiction and the targeted neighborhood where the BCJI strategy is proposed.

FOR CATEGORY 2 ENHANCEMENT APPLICANTS ONLY: In addition to the information provided above, fully describe the neighborhood revitalization project currently in place into which the BCJI strategy will be incorporated. In doing so:

- Describe the existing partnership and researchers, if any. Describe current partners, duration of the collaboration, and each partner's involvement in the neighborhood revitalization plan, to include financial contributions.
- Describe the mission, goals, objectives, and deliverables of the neighborhood revitalization plan.
- Discuss agency programs and services already in place in the community and how they may support components of BCJI.
- Describe components that will be needed to fully implement the BCJI strategy and why federal funding is required.

2. Project Design and Implementation (30 percent of 100)

Applicants must describe their strategy to address the specific crime problem identified by building a continuum of solutions that can include enforcement, prevention, intervention, and treatment strategies. The BCJI strategy does not need to comprehensively address all crime issues, but should comprehensively address the specific neighborhood challenges identified in the statement of the problem.

The project design and strategy should conform to the BCJI core program elements and should be designed to target the reduction and prevention of crime in the identified crime hot spots. The continuum of solutions must be based on the best available research and evidence-based policies and practices, where available, and can propose to employ

research findings in a new way or to a new target population.¹⁷ The [Crime Solutions web site](#) is an excellent catalog of evidence-based and promising practices that applicants are encouraged to incorporate into their strategy. Where there are gaps in knowledge, the applicant should incorporate data and innovation to develop new or revised strategies.

Applicants must outline a comprehensive and coordinated strategy as outlined below. In addition, the applicant is required to attach a Time and Task Plan that outlines these areas. The summary narrative of the program strategy should be clearly tied and aligned with the Time and Task Plan.

- A. **Goals.** Identify the program goals, which define what the applicant intends to achieve through the grant. Overall, the goals should describe the “future vision” for the target neighborhood, specifically addressing how it will address the problems and unmet needs identified in the Statement of the Problem. The goals should be consistent with the elements of BCJI.
- B. **Objectives.** For each goal, identify the major objectives that are precise and measurable and identify strategies, programs, and policies to achieve the goals.
- C. **Planning.** Describe how the planning period will be used to reach critical planning milestones, including specific activities around community engagement, infrastructure start up, engagement of research partner, and collection and analysis of data, to clearly define and confirm crime hot spot dynamics, engage partners and build collaboration infrastructure, develop a continuum of strategies to comprehensively address crime issues, and refine the initial strategy and revise the budget.
- D. **Implementation Strategies and Activities.** Describe the plan to implement the BCJI strategy, identifying the specific strategies and their activities that will be conducted to achieve proposed project goals and objectives.

Each strategy should fall within one of the following categories. See the definition of evidence on page 13 and research on page 21.

- **Evidence-Based Policies and Practices:** Describe each evidence-based policy or practice to be employed and how it responds to the issue or need as a place-based strategy and/or with the target population.
- **Research-Based Policies and Practices.** Where there is some promising research, discuss current knowledge and how the promising strategy will be replicated in a new location or offer a strategic enhancements of an existing model by targeting a different population, or modifying it, seeking to build a stronger knowledge base.
- **Innovations:** Where there is very little research knowledge or an emerging issue, applicants should discuss new or innovative strategies or programs, policies, service practices, or other activities that are not well documented in the science literature for the emerging area of criminal justice.

¹⁷ Resources on evidence-based programs and practices are available at both www.bja.gov/evaluation/evidence-based.htm and Crimesolutions.gov.

FOR CATEGORY 2 ENHANCEMENT APPLICANTS ONLY: In addition to the information provided above:

- a. Describe the plan to enhance an existing partnership and augment the existing neighborhood revitalization plan. Identify specific strategies and activities that will be conducted to achieve proposed BCJI project goals and objectives in the context of a broader revitalization.

The proposed activities must include enforcement strategies as well as relevant prevention, intervention, and revitalization strategies that are designed to address the criminogenic factors that can prevent crime and build the collective efficacy and physical conditions that can deter future crime.

- b. Describe the plan to integrate funding streams from multiple public and private sources, including leveraging and integrating high-quality programs from the neighborhood revitalization plan into the BCJI strategy.

- E. **Resident Engagement.** For each activity/task, describe the strategy and operating structure for ensuring regular and meaningful engagement of neighborhood citizens.

3. Capabilities and Competencies (25 percent of 100)

In order to be eligible for BCJI, a cross-sector partnership must be in place and the applicant must demonstrate the neighborhood's capacity, through the partnership, to implement the strategy it proposes. The applicant agency must be able to serve as the fiscal agent and oversee coordination of a consortium of agencies, organizations, and community residents, including subcontracts for funding. The application must demonstrate, by citing specific examples, that the applicant has the capacity, commitment, and support from residents in the community to serve as the lead fiscal agent to build organizational capacity, and implement a place-based crime strategy consistent with the requirements of this solicitation. The application must specifically document capacity by providing the following information about the fiscal agent and the cross-sector partnership:

- A. Provide a list of the critical criminal justice, community, support service, and revitalization partners needed to implement the strategy. For each partner, describe the role to be played and the resources and contributions they are committing. In particular, describe who will serve as the fiscal agent and who will oversee the required BCJI elements including research, data collection and analysis; planning and strategy development; community engagement; and law enforcement.
 - 1) Demonstrate support of the local law enforcement agency and a research partner and include letters of support to be submitted as **Attachment 5**.
 - 2) Demonstrate partnerships with cross-sector partners, including at least one letter of support from a partner to be submitted as **Attachment 5**.
 - 3) Demonstrate existing partnerships with community leadership, including at least one letter of support from a community leader to be submitted as **Attachment 5**.

- B. Discuss the capacity of each critical partner to implement or enhance each of the proposed strategies in the BCJI continuum to improve community safety conditions for community residents, especially in the crime hot spots. This should include the enforcement, prevention, intervention, and revitalization strategies.
- C. Describe how the fiscal agent and cross-sector partnership will:
- Monitor strategy implementation and achievement of goals and objectives.
 - Manage day-to-day tasks and activities during implementation.
 - Manage and subaward BCJI funds.
 - Facilitate researcher/practitioner partnership, including how the partners will collect and analyze crime data required in this solicitation.
 - Govern changes or modifications to the strategy.
 - Ensure project and fiscal accountability.
 - Collect, collate, and submit timely performance data, semi-annual progress reports, and quarterly financial reports.

FOR CATEGORY 2 ENHANCEMENT APPLICANTS ONLY: In addition to the information provided above, describe how the existing partnership has done the following, if any:

- Monitored strategy implementation and achievement of goals and objectives.
 - Managed day-to-day tasks and activities during implementation.
 - Managed and subawarded funds.
 - Facilitated researcher/practitioner partnership and accessed crime data.
 - Governed changes or modifications to a strategy.
 - Ensured project and fiscal accountability.
 - Collected, collated, and submitted timely performance data, semi-annual progress reports, and quarterly financial reports.
- D. Discuss capacity to lead resident and community outreach and engage in leadership building skills, including collaboration with community-based organizations. In particular, discuss any experience the partnership has working with neighborhood residents.
- E. Describe the fiscal agent's capacity to manage interagency, cross-sector partnerships to effectively implement place-based, community-oriented crime and community revitalization strategies.

FOR CATEGORY 2 ENHANCEMENT APPLICANTS ONLY: In addition to the information provided above, provide an overview of the current structure of program management and if applicable, include discussion of how the community, criminal justice, and social service partners currently incorporate any data, evidence, or research-based or data-driven practices and/or innovation in daily operations.

4. Evaluation, Sustainment, and Plan for Collecting the Data Required for this Solicitation's Performance Measures (15 percent of 100)

- A. **Data Collection and Evaluation:** For each strategy objective, identify the evaluation criteria that will determine if objectives have been successfully met and one or more

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specific measurable outcomes for each strategy objective and the data sources that will be used to determine whether or not the outcome was accomplished

All applicants should describe their current ability to collect and analyze community-level performance and outcome data and to conduct regular assessments of program service delivery and performance as described in the BCJI model. All applicants must indicate their willingness and ability to collect and report performance and outcome data through BJA's Performance Measurement Tool (PMT) (no personally identifiable information shall be collected through the PMT). Applicants are expected to report on behalf of any subawardees.

Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurement, and how the information will be used to guide and assess the program. Describe the process to accurately report implementation findings.

Describe the steps the fiscal agent will take with the BCJI team to develop a performance management and evaluation plan. The plan should include strategies to collect data, review data, use data to improve program performance, and discuss how the BCJI team will work with the research partner including any evaluation plans.

Describe who will be responsible for the quarterly review of the data, including implementation and impacts on outcomes. The Time and Task Plan should reflect when and how the jurisdiction plans to reach their goals, which will be refined during the planning process.

- B. **Sustainability Plan.** Applicants must demonstrate the strategic leveraging of federal, state, local, and tribal funding streams sufficient to ensure sustainability. A sustainability plan acknowledges the intent of the BCJI collaborative partners to continue high impact activities beyond BCJI funding. When developing the sustainability plan, it is important that the cross-sector partnership remain thoughtful in identifying necessary resources and partners that support the strategy. Strong and effective sustainability plans are tied directly to strong, collaborative relationships with neighborhood partners that demonstrate the long-term commitment to the neighborhood change.

Outline a strategy for sustainment when the BCJI grant ends. Include a plan for each project funded by the grant and any collaborative efforts that must be maintained to ensure the continued implementation of those projects. Provide a discussion of innovative approaches that will be utilized to maximize strategy impact and cost-effectiveness.

Define at what stage each project will be fully funded by sources other than BCJI and by what means this will occur. The applicant must show how much of the project costs are borne by BCJI funds. The information should reflect that a plan has been established to ensure the sustainment of each project.

5. Budget (10 percent of 100)

All applicants must provide a proposed 36-month budget that includes both the planning phase and initial ideas of how the implementation and/or enhancement funds will be spent.

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The budget must be complete, cost effective, and allowable (e.g. reasonable, allocable, and necessary for project activities. It must clarify which budget items will support the planning vs. implementation and/or enhancement phases and separate itemized budget for each budget category (e.g., personnel, fringe benefits, travel, etc.) that again indicates which costs will support the planning vs. implementation and/or enhancement phases.

Upon completion of the planning phase, applicants must submit with the revised project plan a revised implementation and/or enhancement budget that reflects expenditures for the total award amount and a separate itemized budget for each year of grant activity. While a match is not required, in-kind contributions are strongly encouraged and will evidence the commitment of the applicant and the increased potential for sustainability.

In addition, applicants are expected to budget for up to two trips for a minimum of three team members for BCJI conferences or trainings during the life of the grant.

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Peer reviewers will review the applications submitted under this solicitation that meet basic minimum requirements. BJA may use either internal peer reviewers, external peer reviewers, or a combination, to review the applications under this solicitation. An external peer reviewer is an expert in the subject matter of a given solicitation who is NOT a current DOJ employee. An internal reviewer is a current DOJ employee who is well-versed or has expertise in the subject matter of this solicitation. Applications that meet basic minimum requirements will be evaluated, scored, and rated by a peer review panel. Peer reviewers' ratings and any resulting recommendations are advisory only. In addition to peer review ratings, considerations for award recommendations and decisions may include, but are not limited to, underserved populations, geographic diversity, strategic priorities including NRI, sustainability, past performance, and available funding.

The Office of the Chief Financial Officer (OCFO), in consultation with BJA, conducts a financial review of applications for potential discretionary awards to evaluate the fiscal integrity and financial capability of applicants; examines proposed costs to determine if the Budget Detail Worksheet and Budget Narrative accurately explain project costs; and determines whether costs are reasonable, necessary, and allowable under applicable federal cost principles and agency regulations.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General (AAG), who also may give consideration to factors including, but not limited to, underserved populations, geographic diversity, strategic priorities, past performance, and available funding when making awards.

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Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Policy and Guidance for Conference Approval, Planning, and Reporting

- OJP Training Guiding Principles for Grantees and Subgrantees

How To Apply

Applicants must submit applications through Grants.gov. Applicants must first register with Grants.gov in order to submit an application through Grants.gov, a "one-stop storefront" to find federal funding opportunities and apply for funding. Find complete instructions on how to register and submit an application at www.Grants.gov. Applicants that experience technical difficulties during this process should call the Grants.gov Customer Support Hotline at **800-518-4726** or **606-545-5035**, 24 hours a day, 7 days a week, except federal holidays. Registering with Grants.gov is a one-time process; however, **processing delays may occur, and it can take several weeks** for first-time registrants to receive confirmation and a user password. OJP encourages applicants to **register several weeks before** the application submission deadline. In addition, OJP urges applicants to submit applications well in advance of the application due date to allow time to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

Note: BJA encourages all prospective applicants to sign up for Grants.gov email notifications regarding this solicitation. If this solicitation is cancelled or modified, individuals who sign up with Grants.gov for email updates will be notified.

All applicants are required to complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their applications for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used to for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
2. **Acquire registration with the System for Award Management (SAM).** SAM replaces the **Central Contractor Registration (CCR) database** as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires all applicants (other than individuals) for federal financial assistance to maintain current registrations in the SAM database. Applicants must be registered in SAM to successfully register in Grants.gov. (Previously, organizations that had submitted applications via Grants.gov were registered with CCR, as it was a requirement for Grants.gov registration. SAM registration replaces CCR as a pre-requisite for Grants.gov registration.) Applicants must **update or renew their SAM registration annually** to maintain an active status.

Applicants that were previously registered in the CCR database must, at a minimum:

- Create a SAM account;

- Log in to SAM and migrate permissions to the SAM account (all the entity registrations and records have already been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM registration procedures can be accessed at www.sam.gov.

3. **Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password.** Complete the AOR profile on Grants.gov and create a username and password. The applicant organization's DUNS number must be used to complete this step. For more information about the registration process, go to www.grants.gov/applicants/get_registered.jsp.
4. **Acquire confirmation for the AOR from the E-Business Point of Contact (E-Biz POC).** The E-Biz POC at the applicant organization must log into Grants.gov to confirm the applicant organization's AOR. Note that an organization can have more than one AOR.
5. **Search for the funding opportunity on Grants.gov.** Use the following identifying information when searching for the funding opportunity on Grants.gov. The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.817, titled "Byrne Criminal Justice Innovation Program," and the funding opportunity number is BJA-2013-3472.
6. **Select the correct Competition ID. Some OJP solicitations posted to Grants.gov contain multiple purpose areas, denoted by the individual Competition ID.** If applying to a solicitation with multiple Competition IDs, select the appropriate Competition ID for the intended purpose area of the application.
7. **Complete the Disclosure of Lobbying Activities.** All applicants must complete this information. An applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities*, (SF-LLL). Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.
8. **Submit an application consistent with this solicitation by following the directions in Grants.gov.** Within 24–48 hours after submitting the electronic application, the applicant should receive an e-mail validation message from Grants.gov. The message will state whether OJP has received and validated the application, or rejected it, with an explanation. **Important:** OJP urges applicants to submit applications **well in advance** of the application due date to allow time to receive the validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

Note: Grants.gov only permits the use of specific characters in names of attachment files. Valid file names may only include the following characters: A-Z, a-z, 0-9, underscore (_), hyphen (-), space, and period. Grants.gov will forward the application to OJP's Grants Management System (GMS). GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following

BJA-2013-3472

extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Note: Duplicate Applications

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen Grants.gov Technical Issues

Applicants that experience unforeseen Grants.gov technical issues beyond their control that prevent them from submitting their application by the deadline, the applicant must e-mail the BJA Justice Information Center (see page 1 for contact information) **within 24 hours after the deadline** and request approval to submit their application. The e-mail must describe the technical difficulties, and include a timeline of the applicant's submission efforts, the complete grant application, the applicant DUNS number, and any Grants.gov Help Desk or SAM tracking number(s). **Note: BJA does not automatically approved requests.** After the program office reviews the submission, and contacts the Grants.gov or SAM Help Desks to validate the reported technical issues, BJA will inform the applicant whether the request to submit a late application has been approved or denied. If the technical issues reported cannot be validated, BJA will reject the applications as untimely.

The following conditions are not valid reasons to permit late submissions: (1) failure to register in sufficient time, (2) failure to follow Grants.gov instructions on how to register and apply as posted on its web site, (3) failure to follow all of the instructions in the OJP solicitation, and (4) technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with Grants.gov, if any, are posted at the top of the OJP funding web page at www.ojp.usdoj.gov/funding/solicitations.htm.

Provide Feedback to OJP on This Solicitation

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, application submission process, and/or the application review/peer review process. Feedback can be provided to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback e-mail account cannot forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization has submitted an application.

Application Checklist

FY 2013 Byrne Criminal Justice Innovation Program

This application checklist has been created to assist in developing an application.

Eligibility Requirement:

- Eligible entities to serve as fiscal agent include units of state, local governments, non-profit organizations, and federally recognized Indian tribal governments as determined by the Secretary of the Interior
- The federal amount requested is within the allowable limit(s) of \$1 million for Category 1 and \$600,000 for Category 2

What an Application Should Include:

- Application for Federal Assistance (SF-424) (see page 22)
- Project Abstract* (see page 22)
- Program Narrative* (see page 23)
- Budget Detail Worksheet* (see page 24)
- Budget Narrative* (see page 24)
- Disclosure of Lobbying Activities (SF-LLL) (see page 36)
- Indirect Cost Rate Agreement (if applicable) (see page 24)
- Tribal Authorizing Resolution (if applicable) (see page 25)
- Additional Attachments (see page 25)
 - Time and Task Plan and Position Descriptions
 - Project Timeline
 - Letters of Support*
 - Research Partner Letter of Participation
 - Applicant Disclosure of Pending Applications
- Other Standard Forms as applicable (see page 27), including:
 - Accounting System and Financial Capability Questionnaire (if applicable)

* These elements are the basic minimum requirements for applications. Applications that do not include these elements shall neither proceed to peer review nor receive further consideration by BJA.



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

Date



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NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

February 28, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2012 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for printing of the 2014 Emergency Preparedness Calendar

Purpose/Outcomes	State Homeland Security Grant Program (SHSP) agreement #12-204 provides funding to reimburse Clackamas County Emergency Management for printing of the 2014 Emergency Preparedness Calendar.
Dollar Amount and Fiscal Impact	The grant agreement value is \$22,296. The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement value for calendar printing costs.
Funding Source	FY 2012 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The outreach project funded by this grant increases public education efforts in topics such as emergency preparedness and personal safety. Partners include local and regional public safety agencies.
Duration	Effective February 1, 2013 and terminates on December 31, 2013
Previous Board Action	None
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	N/A

BACKGROUND:

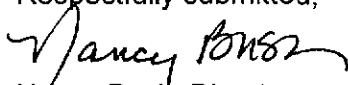
For the past 10 years, Clackamas County Emergency Management has led the development of an all-hazards emergency preparedness calendar that highlights season-specific emergency preparedness and personal safety messages. The calendar serves as an educational tool to the general and at risk public and is developed in coordination with local and regional Citizen Corps members, emergency managers and subject matter experts. Calendar partners contribute to the project monetarily and receive calendars proportionate to their contribution. The calendar is distributed in English, Spanish and Russian to the public throughout Oregon and Southwest Washington.

The funding provided by the SHSP grant agreement allows additional quantities of the emergency preparedness calendar to be printed so that more members of the public may receive the calendar. County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the SHSP grant agreement #11-214.

Respectfully submitted,


Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY GRANT PROGRAM – CFDA # 97.073**

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	2014 Emergency Preparedness Calendar	GRANT NO:	# 12-204
SUBGRANTEE:	Clackamas County	FEDERAL AWARD:	\$22,296
ADDRESS:	Emergency Management 2200 Kaen Rd Oregon City, OR 97045	AWARD PERIOD:	2/1/13 thru 12/31/13
PROGRAM CONTACT:	Sarah Stegmuller Eckman sarahste@co.clackamas.or.us	TELEPHONE:	(503) 650-3381
FISCAL CONTACT:	Marc Gonzales marcg@co.clackamas.or.us	TELEPHONE:	(503) 742-5405

BUDGET

Planning	\$22,296
Total	<u>\$22,296</u>

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2012 State Homeland Security Grant (SHSP) Program.
- D. Merger Clause; Waiver. This Agreement and referenced documents 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, consent, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in any or all of the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Homeland Security Grant Program guidance and application kit, the requirements of which are incorporated into this Agreement by this reference, and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon work plan contained in the grant application materials and budget will be grounds for immediate suspension or termination of this Agreement.
- B. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- C. By accepting FY 2012 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.
- D. Administrative Requirements, Retention and Access to Records, and Audits.
 1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section E), to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133.

2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. Access to Records. Subgrantee acknowledges and agrees, and Subgrantee will require its subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and any subrecipients must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
4. Audits. If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.D.3 herein.
5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

E. Procurement Requirements (44 CFR Part 13.36).

1. The Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
2. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. **All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM** in addition to any other approvals required by law applicable to the Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
3. The Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
4. The Subgrantee agrees that, to the extent it uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

F. Property/Equipment Management and Records Control, and Retention of Property/Equipment Records.

1. Property/Equipment Management and Records Control. The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:

- a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - h. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - i. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property/equipment and supplies purchased with funds made available under the State Homeland Security Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the State Homeland Security Grant Program.

G. Funding.

1. Matching Funds. **This Grant does not require matching funds.**
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2012 Homeland Security Grant Program guidance and application kit.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Homeland Security Grant Program guidelines.

H. Reports. **Failure of the Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, or termination of this Agreement, or both.**

1. Performance Reports.

The Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2012 Homeland Security Grant Program and how they address identified work plan elements.

Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes **supporting documentation for all grant expenditures**. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, **RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.**
 - b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - c. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
 - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that **no grant funds may be used for expenses incurred before February 1, 2013 or after December 31, 2013.**
 - e. The Subgrantee shall be accountable for and shall repay to OEM any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133 (Section II.D.4-5).

I. Contribution; Subcontractor Indemnity and Insurance.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which OEM is jointly liable with the Grantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OEM had sole liability in the proceeding.

3. With respect to a Third Party Claim for which the Grantee is jointly liable with OEM (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
 4. Subgrantee shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents ("Indemnitee") 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's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims
 5. Subgrantee shall require its contractor(s) or (subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.
- J. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.
- K. Governing Law; Venue; 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 OEM (or any other agency or department of the State of Oregon) and the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the 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. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. 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. **The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.**
- L. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.

- N. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D (Administrative Requirements, Retention and Access to Records, and Audits); Section II.E (Procurement Requirements); Section II.F (Property/Equipment Management and Records Control, and Retention of Records); Section II.H (Reports); and Section II.I (Contribution; Subcontractor Indemnity and Insurance).
- O. 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.
- P. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). The Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law. The Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5. USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Award Term for Trafficking in Persons set forth in 2 CFR Part 175.
 7. Requirements for Drug-Free Workplace set forth in 2 CFR Part 3001.
 8. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.
 9. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
 10. Protection of Human Subjects, set forth in 45 CFR Part 46.
 11. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.
 12. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
 13. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
 14. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. Non-discrimination and Civil Rights Compliance. The Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, as amended, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, the Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Subgrantee, or the Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. Equal Employment Opportunity Program. The Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. The Subgrantee must maintain a current copy on file.
3. Services to Limited English Proficient (LEP) Persons. The Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. The Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC 470 et seq.
 - c. Endangered Species Act, 16 USC 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. **The Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater.** The Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any

construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

3. For any of the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- F. Drug Free Workplace Requirements (2 CFR Part 3001). The Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. The Subgrantee must notify this office if an employee of the Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.
- H. Human Trafficking (2 CFR Part 175). The Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:
1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 2. Procure a commercial sex act during the period of time the award is in effect; or
 3. Use forced labor in the performance of the subgrant or subgrants under the award.
- The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. The Subgrantee must include these requirements in any subgrant made to public or private entities.
- I. Fly America Act of 1974. The Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- J. Activities Conducted Abroad. The Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- K. Acknowledgement of Federal Funding from DHS. The Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- L. Copyright (44 CFR Part 13.34). The Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.
- M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on a Homeland Security Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the statutory and administrative requirements or objectives of the Homeland Security Grant Program, with the Program guidelines, or with other applicable federal or state laws and regulations.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Work Plan.
- C. Failure to adhere to the requirements of this Agreement and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, would not have been funded.
- E. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

V. Termination of Agreement

- A. OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
 - 1. A reduction in federal funds which are the basis for this Agreement.
 - 2. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
 - 3. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.
 - 4. A failure by OEM to obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow OEM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
- B. OEM may terminate this Agreement, - immediately upon written notice to Subgrantee, or at such later date as OEM may establish in such notice, if Subgrantee commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit Subgrantee an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.

VI. Subgrantee Representations and Warranties

The Subgrantee represents and warrants to OEM as follows:

- A. Existence and Power. The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) 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 the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the Subgrantee of this Agreement.

John L. Lewis, Plans and Training Section Director
 Oregon Military Department
 Office of Emergency Management
 PO Box 14370
 Salem, OR 97309-5062

Date

Signature of Authorized Subgrantee Official

Date

Name/Title

Approved as to Form:

By Keith L. Kutler by e-mail
 Assistant Attorney General

December 10, 2012
 Date



Removed

 **COPY 13**
GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

February 28, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Blue Heron Intergovernmental Agreement

Purpose/Outcomes	Intergovernmental Agreement between Oregon City and Clackamas County related to the redevelopment of the Blue Heron Site
Dollar Amount and Fiscal Impact	\$100,000.00 Fiscal impact tbd
Funding Source	One third from each: Lottery Funds, Transient Room Tax, and General Fund
Safety Impact	None
Duration	The terms of this IGA will not exceed five years
Previous Board Action	Staff has discussed the IGA with individual Board members for background and input towards development of the IGA
Contact Person	Gary Barth, Director - Business & Community Services - 742-4299
Contract No.	

BACKGROUND:

The City of Oregon City (the "City") has entered into a Collaborative Planning Agreement with the Trustee of the Estate of the Blue Heron Paper Company (the "Trustee") to develop and adopt a "simplified general development master plan" as defined in Oregon City Municipal Code, section 17.65 for the former Blue Heron Mill site (the "Site").

The Trustee owns title to the site consisting of four tax lots and totaling 23.15 acres within the City. The Trustee's responsibility is to liquidate the property for the benefit of creditors of the Estate. The City and their various partners – Clackamas County, Metro, and the State of Oregon - desires that the site be redeveloped to address four shared values; Public Access, Economic Development, Cultural Interpretation, and Habitat Restoration. The development and adoption of a "simplified general development master plan" (the "Master Plan") is intended to aid in accomplishing those respective goals.

The planning process will create a vision for the site through a robust public engagement process. The Master Plan will provide needed certainty to the private and non-profit development community by removing perceived or existing barriers to site redevelopment.

The budget for the planning process is \$450,000+ with the Trustee contributing \$50,000 and the City contributing not less than \$400,000. The City is anticipating that their contribution will come from multiple sources; the City general fund, Metro and Clackamas County. The State of Oregon has budgeted funds in State Parks that are intended to assist in the redevelopment of the site after the Master Plan is developed and adopted.

The City has requested that the County contribute \$100,000 towards the City's \$400,000 obligation. An Intergovernmental Agreement between Oregon City and Clackamas County has been prepared that outlines the terms associated with this \$100,000 contribution of the County. The County's contribution is contained in the FY 2012/2013 budget and comes equally from three sources; County general fund,

lottery funds for economic development and Transient Room Tax funds for tourism promotion and development. The IGA cross-references the Collaborative Planning Agreement between the City and the Trustee and relies on the deliverables in that agreement to achieve the County's goals for economic re-development and tourism development on the former Blue Heron mill site.

RECOMMENDATION:

Staff recommends the Board sign the Intergovernmental Agreement between Oregon City and Clackamas County regarding the funding contribution towards development and adoption of a master plan on the former Blue Heron mill site intended to accelerate redevelopment of the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gary Barth', written over a horizontal line.

Gary Barth, Director

For more information on this issue or copies of attachments please contact Catherine Comer at 503-742-4303

**INTERGOVERNMENTAL AGREEMENT
BETWEEN OREGON CITY AND CLACKAMAS COUNTY
CONCERNING REQUESTS FOR PROPOSALS AND CONTRACT
IMPLEMENTATION RELATED TO THE REDEVELOPMENT OF THE
BLUE HERON SITE**

This is an Intergovernmental Agreement ("Agreement") between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon City ("City"), an incorporated municipality. It is an agreement whereby the County and the City commit to cooperating, for their mutual benefit and the gain of the region, upon the terms for the solicitation of a request for proposals and subsequent contract administration for the redevelopment of the site formerly operated by Blue Heron Paper ("Site").

RECITALS

- A. WHEREAS, ORS Chapter 190 allows governmental entities to enter into agreements with other governmental entities for the performance of any governmental or other function that one party to the agreement has the authority to perform; and
- B. WHEREAS, the redevelopment of the Site formerly operated by Blue Heron Paper is located in the County and within the boundaries of the City; and
- C. WHEREAS, the redevelopment of the Site is an extraordinary task requiring the combined resources of the City and the County so as to achieve a successful result; and
- D. WHEREAS, redevelopment of the site will carry on a tradition of economic development along the riverfront, where mills thrived for more than a century. With the closure of Blue Heron Paper Co., Oregon City lost 175 jobs – a blow that must be addressed through redevelopment of the Site. Redevelopment will ensure the transformation supports Oregon City's vision for the future and reinvigorates the downtown as a hub of employment, shopping, business and tourism; and
- E. WHEREAS, to help make the transformation possible, Oregon City is leading a public visioning and master planning process that will look at further refining and expanding on the four shared values: Public Access, Economic Development, Cultural Interpretation and Habitat Restoration; and
- F. WHEREAS, important considerations as to the uniqueness of the Site and the scale of the redevelopment require great care in the solicitation of contractors for the presentation of the Site to the public and development community and the subsequent implementation of the contract with the successful bidder;
- G. WHEREAS, the City and the Trustee of the Estate of the Blue Heron Paper Company have entered into a Collaborative Planning Agreement to develop and adopt a Master Plan for the former Blue Heron site;
- H. WHEREAS, the City is contributing not less than \$400,000 to this planning effort. It is anticipated that these funds will come from multiple sources; City general fund,

Clackamas County fund, and Metro funds. The City is requesting a contribution of \$100,000 from Clackamas County towards the City's \$400,000 commitment.

NOW THEREFORE, the County and the City agree as follows:

1. The City and the County agree to proceed as joint participants for the limited purpose of soliciting a request for proposal and subsequently administering the contract for the activities associated with the redevelopment of the site. The anticipated scale of the request for proposal is set out in Collaborative Planning Agreement between the City and the Trustee attached to this Agreement.
2. The City shall take responsibility for the development of a master planning process which will lead to the submittal of a master plan for the Site. The City agrees to coordinate, manage, and otherwise oversee the solicitation of the request for proposal, participate in the selection of the contractor from among those offering bids, and manage the providing of services by the successful bidder. Further, the City will be responsible for directing all consultants that will be retained by the City to implement the master planning process and produce a completed master plan.
 - 2.1 The process shall in all ways conform to the typical and lawful practice of the City save for the fact that the City and the County shall proceed as joint participants, and the County shall be fully entitled to participate with the City in the drafting of the request for proposal, the evaluation of the bids, the selection of the successful bidder, and the oversight of the contract and the performance of services. The City agrees to give due consideration to the comments and opinions of the County in the master planning process.
 - 2.2 The City shall serve as the custodian for all records related to this Agreement and the disbursement of funds under its terms. The City shall, upon request of the County, make those records available as the County, or other entity reviewing the County's financial affairs, may require.

Funding:

- 3.1 The City and County shall each be responsible for their costs incurred to execute this Agreement.
- 3.2 The City and the County expect the costs associated with the request for proposal and the subsequent contract to be on the order of \$500,000.00 (five hundred thousand dollars). The City shall contribute \$100,000.00 (one hundred thousand dollars). The County will contribute \$100,000.00 (one hundred thousand dollars). It is anticipated that the funds necessary to complete the master planning process will come from multiple sources: City general fund, Clackamas County funds, the Bankruptcy Trustee and a Construction Excise Tax grant from Metro. To the extent that the City is unable to secure adequate funds, then either party to this Agreement shall have the right to terminate this Agreement at any time up to the execution by the City of the Master Plan Contract.
 - 3.2.1 The County shall present its contribution under this Agreement to the City, which shall act as payor under the contract.

3.2.2 The County shall provide the City with its \$100,000 (one hundred thousand dollars) within ten (10) days of the execution of the Master Plan Contract.

4. Cooperation: Both parties shall cooperate in the pursuit of this Agreement and shall otherwise do all things that may be necessary under this Agreement, in compliance with applicable law.

4.1 Until further notice the contact person for the County shall be:

Catherine Comer
Business and Community Services
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

4.2. Until further notice the contract person for the City shall be:

Tony Konkol
Community Development Director
221 Molalla Avenue, Suite 200
Oregon City, OR 97045

5. Effective Date: This Agreement shall become effective immediately upon its signing by each party's authorized representatives.

6. Timeliness: Both parties agree that the request for proposal shall be presented to the pool of potential bidders no later than June 1, 2013, and the process shall proceed in a timely manner thereafter.

7. Term and Termination:

a. This Agreement shall be completed upon the successful closure of the work set out in the request for proposal, but in no event shall its term exceed five (5) years.

b. This Agreement may be terminated by notice provided ten (10) days prior to the date of termination. No notice will be effective after the City enters into an agreement with the successful bidder. A termination of the Agreement shall not eliminate the obligations each party incurred prior to the termination and Sections 7, 8, 9, 10, 11, 12, , and 15. Following notice of the termination, each party shall act to expeditiously resolve its obligations under the Agreement.

8. Indemnification: The parties, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30 and the respective limitations on indebtedness contained in Article XI, section 10 of the Oregon Constitution, shall defend, indemnify and save harmless each other, their officers, employees and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, arising from their respective negligence, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to this Agreement. The County and the City each agree

to give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

9. Notice: Any notice under this Agreement shall be given in writing by personal delivery or mailing the same, postage prepaid as certified mail, to the addresses set out in Section 4 above, or such other address as either party may hereafter indicate. Any notice so addressed and mailed shall be deemed to have been received five (5) days after the date postmarked.
10. Laws of Oregon: This Agreement shall be governed by the laws of the State of Oregon and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All terms and conditions necessary to be inserted into public contracts in the State of Oregon are hereby incorporated as if such provisions were a part of this Agreement.
11. Attorney's fees: In the event legal action is brought by the City or the County against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall be respectively responsible for their own costs, expenses, and fees. In no event shall the losing party pay the prevailing party's attorneys fees, costs and expenses. "Legal action" shall include matters subject to arbitration and appeals.
12. Insurance: The County and the City each agree to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
13. Amendment: The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment must be in writing, must refer specifically to this Agreement, and shall become effective only when executed by the County and the City.
14. No Third Parties: The County and the City are the only parties to this Agreement and are the only entities entitled to enforce its terms.
15. Relationship: The County and the City are independent of each other. The County and the City are not in an agency relationship. The City has no control over the work done by the County or the manner in which it is performed. Neither the County nor the City, or their officers, employees, or agents, may participate in each other's pension plan, insurance, bonus, or similar benefits or programs.
16. Entire Agreement: The Agreement constitutes the entire agreement between the parties.
17. Severability: If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of its remaining provisions shall not in any way be affected or impaired.

By signature below, the County and the City certify that the individuals presented are representatives of their respective bodies and are authorized to act in the matters set out in this Agreement, and execute this Agreement by the dates set forth below.

CLACKAMAS COUNTY, OREGON

By: _____
John Ludlow, Chair

BOARD OF COUNTY COMMISSIONERS

Recording Secretary

Date: _____, 2013

Oregon City

By: _____
Doug Neely, Mayor

OREGON CITY, OREGON

Recorder

Date: _____, 2013

COLLABORATIVE PLANNING AGREEMENT

DATED: February 14, 2013

BETWEEN: CITY OF OREGON CITY, (the "City")
An Oregon municipal corporation
Attn: Tony Konkol,
Community Development Director
625 Center Street
Oregon City, Oregon 97045

AND Peter McKittrick, Trustee of the Estate of (the "Trustee")
Blue Heron Paper Company, U.S. Bankruptcy
Court for the District of Oregon
Case No. 09-40921-rld7
515 NW Saltzman Road, DBM #917
Portland, Oregon 97229

The Trustee owns title to the improved real property described on attached Exhibit A (the "Property"). The Property is the site of the former Blue Heron paper mill. The Trustee owns the Property due to the bankruptcy of the Blue Heron Paper Company. The Trustee is subject to the jurisdiction and authority of the U.S. Bankruptcy Court, Portland, Oregon.

The Trustee's responsibility is to liquidate the Property for the benefit of creditors of the Estate. To date, the Trustee has entered into a contract with NRI Global Inc. to remove salvageable material from the Property. That work will be completed by approximately August 2013. The ultimate liquidation of the Property will be accomplished by a sale of the Property.

The Property is located in Oregon City, Oregon, and has a comprehensive plan designation of Industrial, is zoned General-Industrial, and is subject to other "overlay" land use regulations, all as described in more detail on attached Exhibit A.

The City and the Trustee agree that the land use regulations that affect the Property need to be revised to reflect the fact that the Property is unlikely to be used in the future for industrial use. Further, given the size and complexity of the Property and the structures located on the Property, the City and the Trustee agree that the objectives of the City and the Trustee will best be served by the adoption of a simplified general development master plan (Oregon City

Municipal Code, Section 17.65). The elements of and process for the development of such a master plan is further described on the attached Exhibit B.

This Collaborative Planning Agreement (the "Agreement") is intended to set forth the respective obligations of the City and the Trustee to work together to develop such a master plan.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Agreement, the City and the Trustee agree as follows:

SECTION 1 **EFFECTIVENESS OF AGREEMENT**

1.1 **Trustee**

This Agreement shall not be binding on the Trustee unless and until it is approved by the U.S. Bankruptcy Court for the District of Oregon (the "Court"). The Trustee agrees to file a motion with the Court within twenty (20) days after the execution of this Agreement by the City seeking approval of this Agreement. Upon the ruling of the Court, the Trustee will promptly advise the City. To the extent that the Court requires changes in this Agreement, the City and the Trustee will attempt in good faith to negotiate those changes; however, any modified version of this Agreement will not be binding on the Trustee unless it is approved by the Court. If the City and the Trustee cannot agree on such Court-required changes within thirty (30) days of the Court's order, then this Agreement shall automatically terminate.

1.2 **City**

The City, through the action of its City Commission, approved this Agreement on February 20, 2013, subject to the subsequent approval of the Court pursuant to Section 1.1.

SECTION 2 **TERM**

The term of this Agreement shall commence on the date first set forth above and shall terminate on the earlier of: (i) any termination pursuant to Sections 1.1 or 3.3, or (ii) submittal to the City Planning Commission of a master plan, a comprehensive plan amendment and a zoning map amendment for the Property.

SECTION 3 OBLIGATIONS OF THE CITY

3.1 In General

The City agrees to take responsibility for the development of a master planning process which will lead to the adoption of a master plan. The outline of the master planning process and the elements of an adopted master plan are set forth in attached Exhibit B. Further, the City agrees to be responsible for retaining, directing, and coordinating all consultants that will be retained by the City to implement the master planning process and produce a completed master plan. The City's role in the development of a master plan does not guarantee approval of the eventual land use applications arising out of the master plan. All land use changes will require approval of the Oregon City Planning Commission and the Oregon City City Commission pursuant to the applicable state and municipal land use processes.

3.2 Cooperation with Trustee

The City agrees to cooperate with the Trustee in the master planning process by means of (i) engaging the Trustee in the master planning process; (ii) inviting the Trustee to participate in all aspects of the master planning process including public and non-public meetings; (iii) allowing the Trustee to review draft reports and deliverables from consultants used in the master planning process; (iv) allowing the Trustee access to all documents, including emails, generated in the master planning process; and (v) giving due consideration to the comments and opinions of the Trustee, as the owner of the Property, in the master planning process.

3.3 Selection of Consultants

The City agrees to be responsible for conducting a process for the selection of all consultants that will be necessary for the master planning process. Accordingly, the City agrees to issue a Request for Proposals ("RFP") within ten (10) days of the date of this Agreement. The City agrees to provide the Trustee with copies of all responses to the RFP, agrees to involve the Trustee in interviews with respondents to the RFP, and agrees to involve the Trustee in the process of selecting the consultants to be involved in the master planning process. The choice of consultants is subject to the mutual agreement of the City and the Trustee and if they cannot agree, then either party may terminate this Agreement by written notice to the other. Once a

consultant is selected, the City shall enter into an agreement with the consultant to prepare a master plan for the Property and to take other actions as agreed to by the parties to this Agreement (the "Master Plan Contract").

SECTION 4 FINANCIAL COMMITMENTS

4.1 By the City

The City agrees provide not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) to fund the master planning process. It is anticipated that these funds will come from multiple sources: City general fund, Clackamas County funds, and Metro funds. To the extent that the City is unable to secure adequate funds, then either party to this Agreement shall have the right to terminate this Agreement at any time up to the execution by the City of the Master Plan Contract.

4.2 By the Trustee

The Trustee agrees to provide not less than FIFTY THOUSAND DOLLARS (\$50,000) to fund the master planning process.

4.3 Expenditure of Funds

One-half of the Trustee's funds will be required to be paid to the City within ten (10) days of the execution of the Master Plan Contract. The remainder of the Trustee's funds shall be paid to the City within ten (10) days of the consultant providing a final version of a master plan. Upon the consultant's delivery of the final version of the master plan for the Property, the City will schedule a public hearing before the City's Planning Commission to consider the land use applications to implement the master plan.

4.4 Indemnity of Trustee

The City will be the only party executing contracts with the chosen consultants. The Trustee will have no liability to the chosen consultants on account of being a party to this Agreement. The City will defend and indemnify the Trustee from any liability with respect to the contracts with the chosen consultants except to the extent the Trustee enters into a separate written agreement with a chosen consultant.

SECTION 5 **ADDITIONAL OBLIGATIONS OF THE TRUSTEE**

5.1 **Abandonment of the Property**

Between the date of this Agreement and the date when the City enters into a contract with the lead consultant for the master planning process, the Trustee may abandon the Property and terminate this Agreement, as permitted under the U.S. Bankruptcy Code. However, thereafter, the Trustee agrees not to file a motion to abandon the Property with the Court prior to April 1, 2014. The City acknowledges that the Court has the authority to direct the Trustee to abandon the Property and to terminate this Agreement.

5.2 **Maintenance of the Property**

From the date of this Agreement until the earlier of (i) the abandonment of the Property, or (ii) May 30, 2014, the Trustee agrees to (a) cover the Property with property damage insurance with a reasonable scope of coverage and reasonable coverage limits, (b) reasonably secure the Property and structures on the Property, and (c) maintain water to the Property for fire protection and maintain reasonable electrical service.

5.3 **Access**

The Trustee agrees to provide reasonable access to the Property to representatives of the City, the County, Metro, and the chosen consultants. Access will be provided based on reasonable advance notice, which may be arranged by email or telephone and shall be subject to approval by NRI Global Inc. under current protocols.

5.4 **Participation in Master Planning Process**

The Trustee agrees to actively participate in the selection of the consultants, the specification of the consultants' scope of work, and all aspects of the master planning process. Further, the Trustee will participate in events where the City requests the presence of the owner of the Property.

5.5 Execution of Land Use Applications

5.5.1 In the event the consultant-prepared master plan is not acceptable to both the City and the Trustee, then either the City or the Trustee may terminate this Agreement by written notice to the other

5.5.2 Whenever, in the master planning process, a land use request or application is necessary to initiate a process under the Municipal Code of the City, the Trustee agrees to execute such request or application so as to initiate such process. However, by executing request or application, the Trustee is not necessarily agreeing to the substance of the request or application. The Trustee's obligation to execute such a request or application may be subject to the Court's prior approval, if the Trustee determines that prior approval by the Court is required.

5.6 Transfer of Title to the Property

To the extent that this Agreement has not been completed prior to the transfer of title to the Property by the Trustee to a third party, then the Trustee will use reasonable efforts to have such third party agree to assume this Agreement. However, the parties acknowledge that such an assumption may require changes to this Agreement, which the parties agree to negotiate in good faith.

SECTION 6 GENERAL PROVISIONS

6.1 Complete Agreement

This Agreement constitutes the complete agreement between the parties with respect to the matters covered by this Agreement and supersedes and replaces all prior written or oral agreements on the same matters.

6.2 Governing Law

This Agreement shall be governed by the laws of the State of Oregon and the U.S. Bankruptcy Code. Exclusive jurisdiction for any dispute regarding this Agreement shall be in the United States Bankruptcy Court, District of Oregon.

6.3 Notices

Any notices given under the terms of this Agreement must be in writing and be delivered by messenger or certified mail, return receipt requested, to a party at its address first set forth above.

6.4 Amendment

This Agreement may only be amended by a written amendment signed by both parties.

6.5 Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may or may not be given in such party's sole discretion.

6.6 Exhibits

The attached Exhibits are an integral part of this Agreement.

IN WITNESS WHEREOF, the parties executed and delivered this Agreement to be effective on the date first set forth above.

City

City of Oregon City, an Oregon municipal corporation

By: _____
Its: _____

Trustee

Peter McKittrick
Trustee

EXHIBIT A
DESCRIPTION OF THE PROJECT AREA.

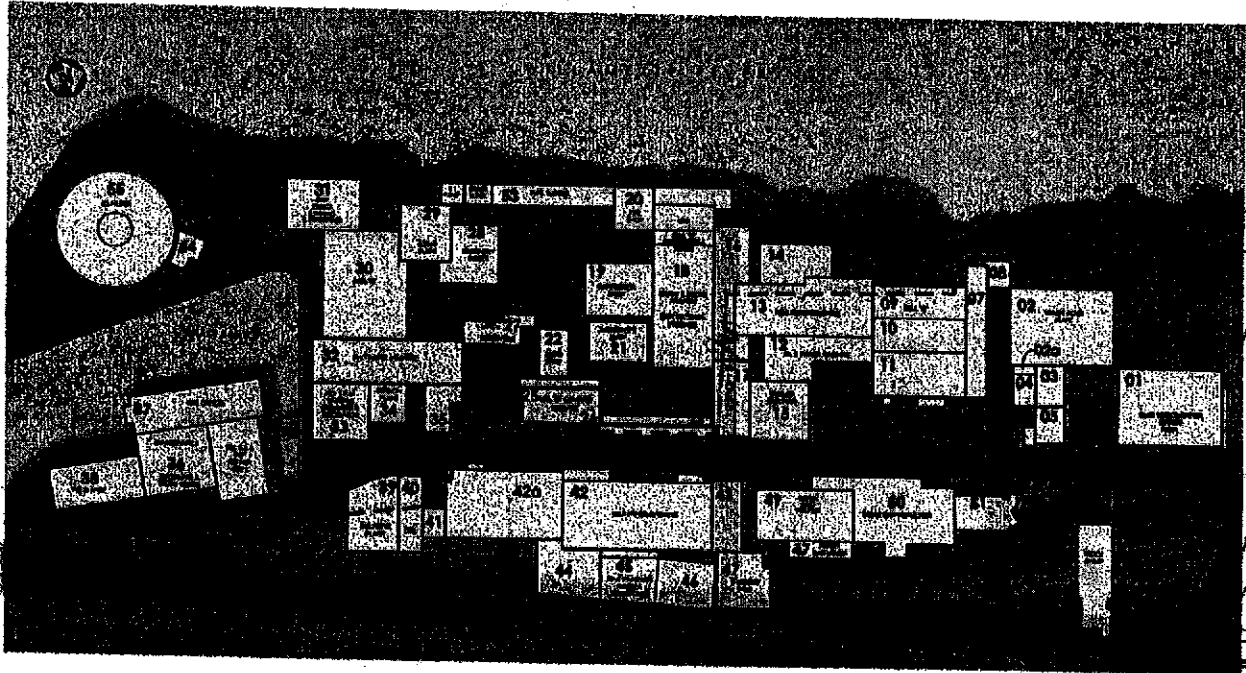


FIGURE 2 - BUILDING KEY PLAN

all work ARCHITECTURE
2011 10 10 10:00 AM

Willamette Falls Legacy Project
Oregon City, Oregon



ADDRESS

419 Main Street

TAX LOTS

2-2-E-31BD TL 300 (21.99 acres)

2-2-E-31BD TL 390 (.27 acres)

2-2-E-31BD TL 500 (.63 acres)

2-2-E-31BD TL 600 (.26 acres)

SITE DESCRIPTION

The Project site is located adjacent to Willamette Falls, a natural waterfall on the Willamette River between Oregon City and West Linn, the Oregon City bluffs, as well as Oregon City's downtown commercial core. Willamette Falls is the largest waterfall in the Pacific Northwest and 2nd largest in the United States behind Niagara Falls by volume. The Falls have been an important gathering place for fishing, trading, and gathering of several tribes for many centuries prior to white settlement.

The property includes three blocks facing historic Main Street, which has long been characterized by traditional downtown uses such as barbers, hotels and restaurants. Since the 1830's, the site has been occupied by large industrial uses including a flour mill, sawmill, brick production, woolen mill and, since 1908, a paper mill. Over 600,000 square feet of vacant industrial space cover the site in 57 buildings that are in varying states of condition. The project does not include the settling ponds/lagoon in West Linn, which were purchased by Clackamas County's Water Environment Services (WES)

The Oregon City mill as it is today started in 1908 as the Hawley Pulp and Paper Mill. W.P. Hawley bought the mill and adjacent properties and eventually installed four paper machines to produce a variety of paper products including fruit wrap, bread paper, wrapping paper, toweling, bags and newsprint. Ownership transferred to the Los Angeles Times as Publishers Paper Co. and then to Jefferson Smurfit Corporation. In May 2000, Smurfit Stone Container Corporation sold the mill to its employees and KPS Special Situations Fund, L.P., a New York City-based private equity fund, creating the Blue Heron Paper Company.

In 2006, the employees bought out KPS creating Blue Heron Paper Company as a 100% employee owned ESOP. On February 23, 2011, the Blue Heron Paper Company announced the closure of the mill and the layoff of over 175 employees. The site is currently being held by a bankruptcy trustee who is in the process of property disposition.

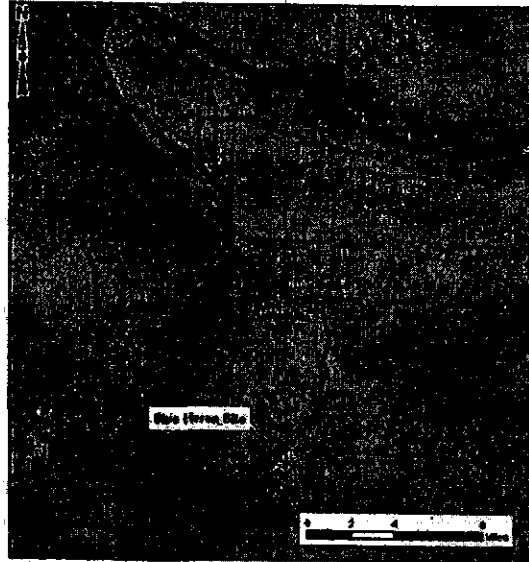


Figure 1: Location Map

STRUCTURES AND BUILDINGS

Existing equipment, utilities and non-building structures with salvage value are currently being removed from the site under a contract between the bankruptcy Trustee and a salvage contractor. Salvage work is scheduled to be completed in November 2013 and includes the removal of the majority of the paper mill operations infrastructure. Major renovation work is necessary to put most of the buildings and much of the site into a stable and usable condition for any type of future use. Roadways would require upgrades for pedestrian/vehicle separation, improvements to the pavement and new lighting.

With the exception of the former Blue Heron Paper Office Building and the Mill E Offices the buildings would be difficult to reuse even as industrial facilities without improving their entries, emergency exiting, general circulation, restroom facilities, heating and cooling systems, power supply distribution and fire protection.

There are over 500,000 square feet of vacant industrial space cover the site in 57 separately identified structures in various state of condition. Preliminary study indicates there is a range of compatibility for adaptive re-use, there are hazardous buildings materials and extensive structural retrofitting considerations. (More detailed information can be found in Exhibit E)

PGE DAM

PGE owns the Willamette Falls Dam and associated property upriver of the site including the land which comprises the foundation of several of the 57 structures. Whilst the Dam's main power generating infrastructure is located on the West Linn side of the River, PGE has rights of access across the Blue Heron Mill site to access its property and maintain its facilities on this side of the Willamette River.

HABITAT

The location of the site near Willamette Falls provides critical habitat opportunities such as refugia for migrating salmonids (on federal list of endangered species) and pacific lamprey and improving connectivity for migrating birds. Currently, fish and wildlife habitat on the site is relatively limited and fragmented due to the proximity of major highways, the railroad and urban development on both shores. Prioritizing and integrating these opportunities would be part of an effective site development strategy.

STORMWATER

Prior to 1995, the process water, stormwater, and excess river water was discharged directly back to the Willamette River via three tailraces located on the site. In 1995, a collection and treatment system was installed to treat both process water and stormwater together prior to discharge.

Industrial processes are no longer occurring at the site and materials from these processes including pipe and building materials are being salvaged from the site. Following salvage operations, some of the buildings may be demolished, and then the site will be stabilized and left essentially dormant until redevelopment occurs.

An Interim Stormwater Plan was created by ESA and Associates and is available in Exhibit E of the RFP. It is intended to provide a conceptual plan for managing stormwater runoff during interim site conditions prior to when any major site improvements have commenced.

Discharges from the site are currently regulated under an industrial NPDES (1200-z) permit issued for the former industrial paper mill operations at the site. While industrial activities for which this permit was originally intended no longer occur at the site, the permit has not been officially terminated. However, the existing system currently discharges to a wetland treatment pond which will be unavailable in the near term. It is understood that the 1200z permit (including monitoring and reporting requirements) will cover stormwater management at the site until the site is stabilized as negotiated with DEQ.

Under the existing stormwater management system, stormwater is centrally collected in the pipe tunnel, pumped to the clarifier and then pumped to the offsite wetland treatment ponds. Redevelopment activities anticipated for the site would not occur for many years and would no longer be covered by an industrial permit, but rather would be required to adhere to the Stormwater Management Plan that is part of the Municipal (MS4) permit for Oregon City and follow adopted City design guidelines at that time.

HISTORIC SIGNIFICANCE

The site is located on the site of Dr. John McLoughlin's original mill as well as the original first 5 blocks of historic Oregon City, which have slowly been overtaken by mill development through the years. The site is also adjacent to scenic Willamette Falls (second largest in the United States and 18th largest by volume in the world). Willamette Falls is also recognized by the Confederated Tribes of the Grand Ronde and Warm Springs, Siletz and Yakama Indian Nation as a sacred gathering place of high cultural significance.

There are currently no locally designated historic structures (OCMC 17.40) located on the property. The Blue Heron site is not currently located within a local or National Register Historic District. However, a report was prepared for Portland General Electric & the Blue Heron Paper Company in cooperation with the West Linn Paper Company in May 2002 by George Kramer, M.S., HP, Sr. Preservation Specialist, Heritage Research Associates that indicated that some of the buildings located onsite are contributing historic structures. *"Willamette Falls Industrial Area Request for Determination of Eligibility 2002"* - George Kramer.

In the spring of 2012, the City of Oregon City provided updated survey data to the 2002 Determination of Eligibility, including additional information on the 1950s structures into the Oregon Historic Site Database. In the fall of 2012, the Oregon State Historic Preservation Office issued a Revised Determination of Eligibility for the site that concurred with the updated

information and due to the salvage work onsite, indicated that the site was no longer eligible for listings as a National Register District. Therefore, all of the buildings were reviewed for individually eligibility. (See Exhibit E for more information on this topic)

Buildings listed in the National Register of Historic Places, either individually or as a contributing building in a historic district are eligible to take advantage of the 20% Federal Tax Credit Program and the State Special Assessment Program. A future property owner may choose to designate some or all of the historically contributing buildings to take advantage of both programs.

WILLAMETTE FALLS HERITAGE AREA COALITION

The Coalition, a partnership of public, private, and nonprofit organizations and citizens that share a common passion for the Willamette Falls and its heritage, is currently applying for National and the newly created State Heritage Area Designation. National Heritage Areas (NHAs) are designated by Congress as places where natural, cultural, and historic resources combine to form a cohesive, nationally important landscape. NHAs are a grassroots, community-driven approach to heritage conservation and economic development. Through public-private partnerships, NHA entities support historic preservation, natural resource conservation, recreation, heritage tourism, and educational projects. Leveraging funds and long-term support for projects, NHA partnerships foster pride of place and an enduring stewardship ethic. The Coalition share many of the same goals for the area will be a major stakeholder in the planning process. A copy of their application for Federal Designation is included in Exhibit E

CURRENT ZONING

Underlying Zone

G-I General Industrial –OCMC 17.36

Comprehensive Plan: Industrial

The General Industrial District is designed to allow uses relating to manufacturing, processing, production, storage, fabrication and distribution of goods or similar as defined by the community development director. The uses permitted in the General Industrial District are intended to protect existing industrial and employment lands to improve the region's economic climate and protect the supply of sites for employment by limiting new and expanded retail commercial uses to those appropriate in type and size to serve the needs of businesses, employees, and residents of the industrial areas.

OVERLAY INFORMATION

Willamette Greenway OCMC 17.48

The City's greenway regulations were established in the 1980 Comprehensive Plan with the purpose of minimizing potential negative impacts to the river, while encouraging industrial uses of the river (for Oregon City, primarily focused on logging/mill uses). Chapter 17.48, which includes the greenway code, is not implemented very often, as the City has limited developable land adjacent to the river. Almost all of the mill site is located within the "compatibility area", which requires a Planning Commission review of the development application/master plan process. The city has generally viewed development that meets the adopted commercial development standards to be in compliance with the goals and standards for the Willamette Greenway District.

Geologic Hazard OCMC 17.44

The Geologic Hazards Overlay regulates development on unstable or steep slopes or on land abutting unstable or steep slopes. The Geologic Review is done at the time of development review and may require enhanced geotechnical reports and documentation by a structural engineer to ensure that the proposed development adequately addresses the Geologic Hazards construction criteria.

Nat. Res. Overlay District (NROD) OCMC 17.49

The Natural Resource Overlay District designation provides a framework for protection of Metro Titles 3 and 13 lands, and Statewide Planning Goal 5 resources within Oregon City. The Natural Resource Overlay District (NROD) implements the Oregon City Comprehensive Plan Natural Resource Goals and Policies, as well as Federal Clean Water Act requirements for shading of streams and reduction of water temperatures, and the recommendations of the Metro ESEE Analysis.

The NROD district utilizes a 200 foot buffer from the ordinary high water line for land abutting the Willamette River. Any new development (new impervious surfaces on existing pervious land) within the buffer must be processed by a Type III Planning Commission Variance. Please note that very little pervious land exists on the main developed mill site. Additionally, a development that involves concurrent demolition/new construction review would be considered exempt from the overlay district as it would be considered an onsite replacement (OCMC 17.49.80- Exemptions "Replacement, additions, alterations and rehabilitation of existing structures, roadways, utilities, etc., where the ground level impervious surface area is not increased."

Flood Management Overlay District OCMC 17.42

The Flood Management Overlay District is an overlay zone classification defining areas subject to periodic flooding or inundation which can result in property harm or loss, disruption of public services, hazards for public health, or added expense for public services. Land within the 1996 flood inundation area and the 100- year flood plain are subject to this chapter. The areas or special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for Clackamas County, Oregon and Incorporated Areas," dated June 17, 2008, with accompanying flood insurance maps is adopted by reference and declared to be a part of this chapter. The Clackamas County FIS study determined that the Base Flood Elevation for Oregon City is 50.8 feet. The 1996 flood event (considered a 100 year flood event) exceeded this elevation in portion of the site.

A good portion of the southern half of the site is also within the Oregon City Flood Overlay District. All new construction or substantial upgrades to buildings located within the overlay district is required to meet all applicable sections of the district. The development standards are found in OCMC 17.42.160. However, variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register or identified as a locally designated historic structure.

While completing the due diligence report this fall, it became apparent that further study is needed to determine how the existing flood management overlay district may be impacted by development at the site. As such, hydraulic modeling or review of the hydraulic model developed in the FIS is recommended as part of the Master Plan process to better answer this question.

PROPOSED ZONING

Mixed Use Downtown- "MUE" OCMC 17.34

The mixed-use downtown (MUD) district is designed to apply within the traditional downtown core along Main Street and includes the "north-end" area, generally between 5th Street and Abernethy Street, and some of the area bordering McLoughlin Boulevard. Land uses are characterized by high-volume establishments constructed at the human scale such as retail, service, office, multi-family residential, lodging or similar as defined by the community development director. A mix of high-density residential, office and retail uses are encouraged in this district, with retail and service uses on the ground floor and office and residential uses on the upper floors. The emphasis is on those uses that encourage pedestrian and transit use.

During the 2004 Comprehensive Plan update, the city approached Blue Heron to see if they were interested in upzoning their property to MUD, but allow the existing industrial use to be permitted onsite. At that time, Blue Heron felt that it was not in their best interest to support a rezoning of the property. Ever since 2004, the city has been generally supportive of rezoning the site to MUD, subject to meeting all applicable criteria.

EXHIBIT B

Willamette Falls Visioning/Master Plan Process

Objective:

The purpose of this Request for Proposals is to select a Consulting Team to assist the City of Oregon City, in cooperation with the bankruptcy trustee, in completing a Master Plan and Rezoning of the former Blue Heron Paper Mill Site. This planning project will create a vision for the site through a robust public process that respects the history and nature of the land and provides needed certainty to the private and non-profit development community by removing existing and perceived barriers to site redevelopment.

The site is currently zone G-1 General Industrial and per Policy 2.2.12 of the Oregon City Comprehensive Plan, is required to undergo a master planning process prior to obtaining a Zone Change and Comprehensive Plan amendment. Understanding the value of gaining entitlements for the site, the bankruptcy trustee has given initial support to sign off on any needed land use applications while the site remains in bankruptcy.

Oregon City will act as the lead agency in the visioning and master planning process. The visioning and master plan process will look at further refining and expanding on the four shared values (Public Access, Economic Development, Cultural Interpretation, and Habitat Restoration) and the existing due diligence documentation that has been performed to date.

Visioning/Community Engagement Plan.

A major component of the plan will be the implementation of a stakeholder and public engagement process that aims to bring a broad base of community interests into a vibrant visioning process. The mill site is not just an Oregon City redevelopment concern, it is located along almost a mile of the Willamette River shoreline abutting the 2nd largest waterfall in the nation (by volume) and on land that can arguably be called the birthplace of Oregon and the industrial expansion of the West. This site elicits local, regional and statewide passion. The public outreach plan aims to engage all these groups to create a plan that fully embraces the four shared values, yet understands the market forces in Oregon City and financing needed to make the vision a reality.

This process will capitalize on existing involvement frameworks (City and Metro); establish public involvement objectives; identify all project stakeholders and their aspirations, values and concerns; describe the array of tools and activities best suited to inform and engage Oregon City, regional residents, businesses, regional and statewide elective officials and other stakeholders (e.g. environmental and historic advocacy groups); establish a schedule for implementation; and incorporate measures to evaluate success. The visioning and engagement plan should also be structured to inspire and create an environment that allows for the creation of champions for the project.

Potential community engagement tools and activities include, but are not limited to:

- Recognizable look or logo included on all project-related materials.
- Informative, accessible and interactive website led by City staff. The consultant will provide consultation and site content, including photos and narrative that describes the status of the project, upcoming meetings, video updates, other opportunities for involvement, and draft and final work products.
- Communications professionals that will ensure the language speak to people in common terms, not only "plannereze."
- Facebook page to be created and administered by City staff. The Consultant will provide content for updates, photos, community activities, etc.
- 1-3 Open Houses as appropriate.
- Community conversations (30-40) that engage in two-way communication with stakeholders. These conversations are constructed to bring the project team to areas that are familiar and comfortable to the various stakeholders (standing meetings at stakeholder locations, religious buildings, schools, senior centers, farmers markets, existing community celebrations, libraries).
- Activities tailored to engage the area's youth, minority, elderly and disenfranchised groups.
- Community surveys (2-3) with a potential to utilize the Metro's Opt in network, Newsletters, flyers, FAQs and other outreach materials that provide project information and publicize community forums and other activities.
- Media releases, short viral films, advertisements and content for potential stories in local and regional publications.
- Guided site tours and facilitated conversations in conjunction with city staff.

Master Plan

Based on the outcome of the visioning process, the city will, in concert with the Blue Heron Bankruptcy Trustee, embark on a simplified general development master plan (CMC 17.65) that will acquire the needed entitlements for the site, a major step for the development community. This plan will provide a balance of certainty and flexibility which will incorporate the core values of the visioning process, but provide enough fluidity for the plan to adapt to changing market forces.

The Master Plan is intended to be a **framework document**, rather than a fleshed out redevelopment plan. It is anticipated that future property development will further refine the document as development occurs.

The Master Plan will provide the following final outputs/deliverables:

1. The Consultant team is responsible for writing and submitting the Quasi-Judicial Land Use application on behalf of the applicant. The application shall be submitted in time to

be heard at **April 24, 2014 Planning Commission Hearing**. This is part of an agreement with the City and the Trustee. The chosen team will frame all works scopes to meet this timeline. This date can only be amended with approval by the Trustee.

2. Rezone and amended the Comprehensive Plan from GI-Industrial to MUD-Mixed Use Downtown (or equivalent) on the property.
3. Clarification of the flood plain boundary (based on hydrology studies).
4. Identification of off-site impacts and mitigation projects necessary to address the impacts.
5. Infrastructure improvement estimates and financial framework plan.
6. Regional Transportation Plan (RTP) and Transportation Planning Rule (TPR) compliance sign-off and adoption of a Multimodal Mixed-use Areas (MMA) from the Oregon Department of Transportation (ODOT), if necessary
7. Identification of lands available for open space, public access and development.
8. Allow for a partition of open space/public access parcel, if applicable.
9. Allow for general public access from the North to South end of the property and identify opportunities to connect the site to surrounding pedestrian amenities on both land and water.
10. Market study and financial implementation and strategy plan that will guide and educate elected officials and the general public on the fiscal and political approach needed to implement the vision.
11. Identification/incorporation of innovative design approaches and strategies appropriate for the site.
12. Identification of off-site impacts and mitigation projects necessary to address the impacts from redevelopment.
13. Identification of any needed infrastructure improvements with cost estimates.
14. Any additional development standards or other City code changes necessary to implement the vision for the redevelopment of the Property.

Timing

February, 2013	RFP Issuance
March-April, 2013	Selection of consultants and refinement of scope of work
May-December, 2013	Visioning, public engagement, major work phase
January-February, 2014	Finalize report and complete land use application
April 24, 2014	First Planning Commission meeting

Concerns, Aspirations, and Hurdles For the Project

This is a very dynamic site with amazing opportunities and confounding complexities. At its heart, the master plan will need to balance a lot of competing interests with a goal to adopt a plan that will put the site on a firm foundation for site development.

This master plan will, in no particular order, need to:

- Elevate the site into a more regional amenity by providing development and open space opportunities to ensure that the site will be a four-season destination location.
- Find a way to create a master plan and development model that will be financially viable with a firm understanding of the existing Oregon City real estate market.
- Inspire regional, state and national political support for future phases of the project.
- Balance the desires of the bankruptcy trustee and the public without a clear understanding of the needs and wants of a future owner.
- Incorporate innovative and green approaches to redevelopment that encourages rather than deters private investment.

Specialties and Sub-Consultants

The following specialties and sub-consultants listed below will be needed to adequately assess the site, engage the public and provide the desired information for the entitlement process. The specialties/products will mostly likely be amended upon selection of the chosen consultant team and are listed below for informational purposes.

The consultant is encouraged to review the existing information in Exhibit E to determine what existing work products can be utilized by the consultant team, the amount of additional work needed for each specialty/deliverable, and if additional specialties will be needed for this project. Utilizing consultants that have multiple skills sets can also help keep costs within budget.

The total budget shall not exceed \$400,000.

Lead Consultant	Co-ordinate Master Plan / Outreach.
Urban Designer / Planner	Develop Urban Design Options, Prepare and submit Master Plan Land Use application.
Preservation Architect	Identify and explore adaptive reuse and historic rehabilitation options for buildings.
Hydraulic Engineer or Water Resource Engineer	Review base flood elevations, hydraulic modeling. Look at the potential for altering existing flood plain boundaries if certain buildings are removed/constructed.

Landscape Architect, Biologist	Develop conceptual site design options for open space, habitat conservation/restoration and streetscapes as appropriate to secure public by in.
Commercial Real Estate Advisor	Establish value of development options.
Economic Advisor / Studies	Market studies to (1) guide potential uses; (2) guide current and future investment; (3) development feasibility studies to test market viability; (4) recommendations to seed near and far term development and provide strategies for next steps and implementation; and (5) financial implementation plan, cost breakdown of funding gaps.
Pre-Construction Services	Consult team on proposed development options, cost estimates, constructability.
Transportation Planner	Identify transportation issues and alternate traffic design approaches for entitlement process.
Transportation / access study	Reduce trans. impact requirements for development. Oregon City to formally adopt Regional Center Plan (Regional Center Compliance) to meet ODOT TPR reqs. Obtain MMA if necessary.
Engineering Services	Provide further work on stormwater and infrastructure improvements and timing. With a look at implementing a shared systems approach to the site.
Illustrator / Graphics	Provide illustrations and graphic support for final report.
Outreach / Visioning / Public Engagement Plan	Engage public, stakeholders and other agencies meaningfully in the process with a view to collective support of the final framework master plan, sufficient to support re-zoning.
Cultural / Historic Landscape Inventory / Archeology	Establish a common cultural understanding of the site as a baseline for the Visioning process. Utilize existing work product and augment as needed. Stakeholder work is embedded. Archeological issues white paper and creation of an inadvertent discovery plan for future development.
	Total \$400,000