



AGENDA

Thursday, May 8, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-41

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

III. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Clackamas River and Barton/Carver Outreach – (Tracy Moreland, Public and Government Affairs)

IV. PUBLIC HEARING *(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.)*

1. First Reading of Ordinance No. _____ Amending Chapter 6.06 Park Rules of the Clackamas County Code and Declaring an Emergency (Kathleen Rastetter, County Counsel and Rick Gruen, County Parks)

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

VI. 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. Board Order No. _____ Approval of a Mental Health Director's Designee to Authorize a Custody Hold under ORS 426.233 – Behavioral Health

B. Department of Transportation & Development

1. Board Order No. _____ Adopting the Vacation of Steel Lane in Government Camp.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Amendment No. 2 to State of Oregon Intergovernmental Agreement No. 143653 for Improvement of Quality of Juvenile Dependency Proceedings – *District Attorney*
3. Approval to Submit a Grant Application for the Victims of Crime Act (VOCA) Project Grant/VOCA-C-2014-Clackamas Co.DAVAP-00047 – *District Attorney*
4. Approval of Amendment No. 5 to a Professional Services Contract with Corizon Health for Jail Medical Services – *Sheriff's Office*
5. Request by Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *Sheriff's Office*

D. Business & Community Services

1. Amendment No. 1 to an Intergovernmental Agreement with Oregon Solutions/Portland State University for the Clackamas County FoodSystem ONESStop as Part of the County's Agriculture Investment Plan Strategy

VII. WATER ENVIRONMENT SERVICES

1. Approval of a Professional Services Agreement between the Tri-City Service District and MWH Americas, Inc., for the Willamette Pump Station Rehabilitation and Conveyance System Evaluation

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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.

www.clackamas.us/bcc/business.html



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

May 8, 2014

Board of County Commissioners
Clackamas County

Members of the Board: –

PRESENTATION: Clackamas River and Barton/Carver Outreach

Purpose/Outcomes	Generating awareness about the Clackamas River Enforcement and Ecology Workgroup (CREEW) Action Plan, Parks Ordinance and other parks/river initiatives
Fiscal Impact	n/a
Funding Source	n/a
Duration	n/a
Previous Action	n/a
Contact Person	Tracy Moreland – Public and Government Affairs: 503-655-8520

BACKGROUND

During an April 8 study session the Board reviewed the Clackamas River Enforcement and Ecology Workgroup (CREEW) Action Plan and approved Option 1 of the plan regarding the Clackamas River, Parks Ordinance and the busy summer season.

The BCC amended the County Parks Ordinance last August to prohibit alcohol in county parks, (except in designated areas with a permit) and allowing for visual inspections of personal items.

In order to raise public awareness, Public and Government Affairs has partnered with the Clackamas River Basin Council to create a new video titled *A Cleaner Clackamas River*. The video features interviews from property owners and the Clackamas County Sheriff's Office Marine Unit about the amended Parks Ordinance and discussing positive changes along the river after the ordinance was passed last summer.

PGA staff will show a condensed version of the video and introduce county property owners who were interviewed for the video for BCC recognition.



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

This presentation will kick-off extensive outreach and promotion regarding the amended Parks Ordinance and alcohol ban from last summer as well as new CREEW initiatives outlined in the Action Plan, including:

- The life jacket loaner program and information kiosk at Barton Park and Carver Boat Ramp;
- Stewardship of the parks and river, river ecology, cleanup efforts and county partnerships;
- Alcohol and drug awareness and outreach plans.

RECOMMENDATION

Staff recommends the Board of County Commissioners acknowledge the CREEW Action Plan and recognize citizens who participated in the video program *A Cleaner Clackamas River*.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs



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OFFICE OF COUNTY COUNSEL

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

May 8, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

First Reading of an Ordinance Amending Chapter 6.06 Park Rules of the
Clackamas County Code and Declaring an Emergency

Purpose/Outcomes	<p>The Parks ordinance was reviewed and amended in August, 2013 as part of the revisions to the alcohol policy. At that time, we did not realize there were inconsistencies in portions of the code regarding due dates of fines and/or notifications of contested citations. The proposed changes will provide consistency.</p> <p>In addition, we want to shorten the reservation and cancelation notification times under the Park Rules. Park's newer online computer reservation system allows for more real time tracking/updating which would give park patrons greater flexibility to reserve or cancel campsite/picnic reservations with this amendment change.</p>
Dollar Amount and Fiscal Impact	None.
Funding Source	No new funding
Safety Impact	None.
Duration	Effective immediately upon passage, indefinitely unless repealed earlier by the board.
Previous Board Action	As noted above the code was amended in August, 2013. The current proposed amendments make these provisions consistent with the alcohol policy and online reservation capabilities.
Contact Person	Kathleen J. Rastetter, Sr. Legal Counsel and Rick Gruen, County Parks Manager

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to a second reading at which time the proposed ordinance would be adopted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathleen J. Rastetter". The signature is written in a cursive, flowing style.

Kathleen J. Rastetter
Sr. Legal Counsel

ORDINANCE NO. _____

An Ordinance Amending Chapter 6.06 Park Rules of the Clackamas County Code and Declaring an Emergency

WHEREAS the Board of Commissioners of Clackamas County previously amended the parks provisions in the Clackamas County Code regarding the alcohol policy and changes are needed to make the dates consistent with those prior changes, and .

WHEREAS we want to shorten the reservation and cancelation time periods under the Park Rules to better serve the public; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Subsections 6.06.040(A), (B) and (C) of the Clackamas County Code is hereby amended to read as follows:

6.06.040 Reservations And Check In/Out Times

- A. Reservations for camping and picnicking must be made a minimum of ~~two (2) weeks~~ 3 days in advance. The Division reserves the right to cancel any reservation, without notification, that has not been paid as per contract.
- B. Reservations for picnic shelters and areas may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations must be made at least ~~three (3)~~ two (2) weeks prior to the reserved date in order for the deposit to be refunded.
- C. Reservations for campsites may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations or reductions in the number of reserved campsites must be made at least ~~three (3)~~ two (2) weeks prior to the reserved date in order for the deposit to be refunded.

Section 2: Subsection 6.06.060(D) of the Clackamas County Code is hereby amended to read as follows:

6.06.060 Enforcement and Penalties

- D. Upon receiving a citation under this chapter, the cited person may:
 - 1. Within 1420 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the

amount of the fine(s) indicated on the citation; forfeiture may be made by mail but must be actually received by the Sheriff within 4420 days from the date of the citation; or

2. Within 4420 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 4420 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. ~~The Hearings Officer who shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail. notify the; notification of the hearing date, time and place shall be mailed within 15 days of the Sheriff's Office receipt of the denial and bail.~~

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 4420 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

Section 3: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this _____ day of May, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Ordinance No. ____

Page 2 of 2

May 8, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Joshua A. Furtado, MSW with Lifeworks NW, Gusmund Nicholas Lee, CSWA, with Cascadia, and Jenna Urban, MSW with Cascadia by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective May 8th, 2014 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

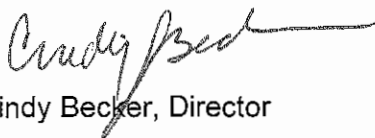
BACKGROUND:

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Joshua A. Furtado, MSW with Lifeworks NW, Gusmund Nicholas Lee, CSWA, with Cascadia, and Jenna Urban, MSW with Cascadia, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker, Director

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

In the Matter of the Designation of
Joshua A. Furtado, MSW with Lifeworks
NW, Gusmund Nicholas Lee, CSWA, with
Cascadia, and Jenna Urban, MSW with
Cascadia, as Mental Health Director
Designee to Direct Peace Officer Custody
Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Joshua A. Furtado, MSW with Lifeworks NW, Gusmund Nicholas Lee, CSWA, with Cascadia, and Jenna Urban, MSW with Cascadia, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Joshua A. Furtado, MSW with Lifeworks NW, Gusmund Nicholas Lee, CSWA, with Cascadia, and Jenna Urban, MSW with Cascadia, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 8th day of May, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



4
COPY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

May 8, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER ADOPTING THE VACATION
OF STEEL LANE, IN GOVERNMENT CAMP**

Purpose/Outcomes	Vacates a portion of Steel Lane
Dollar Amount and Fiscal Impact	Application fee of \$3011 received
Funding Source	N/A
Safety Impact	The vacation of this portion of Steel Lane will have no negative impact on the traveling public.
Duration	Upon execution; permanent vacation.
Previous Board Action	N/A
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

This portion of Steel Lane, a non-maintained Local Access Road, Department of Transportation and Development (DTD) Maintenance Number P8005, in Government Camp, Oregon, situated in the northeast quarter of Section 23, T.3 S., R.8-1/2 E., W.M., was dedicated to the public October 28, 1946, by deed recorded in Book 386, Page 726, Clackamas County Deed Records. This unconstructed portion of Steel Lane (aka Third Street) is a 60 foot wide, 117 foot long, dead end right-of-way that serves no public need and is no longer a benefit to the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$3011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies and Government Camp CPO have been contacted and do not have any objections to this vacation.

County Counsel has reviewed and approved this vacation.

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

In the matter of the Vacation of
a portion of Steel Lane, DTD
Maintenance No. P8005,
located in Government Camp,
and the NE1/4 of Sec. 23,
T. 3 S., R. 8-1/2 E., W. M.,
Clackamas County, Oregon



Order No.
Page 1 of 2

THIS matter coming before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.351, Consent To Vacate petitions have been signed by 100 percent of the abutting property owners and a written report from the Acting County Road Official, M. Barbara Cartmill, finding this vacation to be in the public interest, has been submitted in this matter of the Vacation of a portion of Steel Lane (aka Third Street), Department of Transportation and Development (DTD) Maintenance Number P8005, located in Government Camp, and the NE 1/4 of Sec. 23, T. 3 S., R. 8-1/2 E., W. M., Clackamas County, Oregon, being described as follows:

All of that portion of Steel Lane (aka Third Street) as described and shown on Exhibits "A" and "B" attached hereto.

IT FURTHER APPEARING that the Board, having read said Petition and report from the Acting County Road Official, and having determined the vacation of the above described portion of Steel Lane, is in the public interest; and,

IT FURTHER APPEARING, that Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies and Government Camp CPO have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the above described portion of Steel Lane (aka Third Street), DTD Maintenance Number P8005, be Vacated; and,

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

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

In the matter of the Vacation of
a portion of Steel Lane, DTD
Maintenance No. P8005,
located in Government Camp,
and the NE1/4 of Sec. 23,
T. 3 S., R. 8-1/2 E., W. M.,
Clackamas County, Oregon



Order No.
Page 2 of 2

ADOPTED this 8th day of May 2014

Chair, BOARD OF COUNTY COMMISSIONERS

Recording Secretary

Exhibit "A"

Steel Lane

DTD Maintenance No. P8005

Map No. 38Q23AA06000

Date: April 03, 2014

Page 1 of 1

VACATION OF A PORTION OF STEEL LANE (aka THIRD STREET)

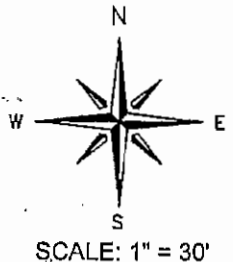
A portion of Steel Lane, as shown on attached Exhibit "B", which by this reference is made a part hereof, being a portion of that public road Right-Of-Way described in Deed Book 386, Page 726, Clackamas County Deed Records, located in Government Camp, Oregon, situated in the northeast quarter of Section 23, Township 3 South, Range 8 1/2 East, Willamette Meridian, Clackamas County, Oregon, said portion of Right-Of-Way being more particularly described as follows:

All of Steel Lane, (aka Third Street), Department of Transportation and Development (DTD) Maintenance Number P8005, lying east of a line that is 25.00 east of and parallel to the centerline of E. Mucoy Street, DTD Maintenance Number P8007, as shown on Private Survey Number 1948-004, a map by The TOMDOUGLAS CO., Clackamas County Survey Records, which by this reference is made a part hereof.

Containing 7,720 Sq. Ft. more or less.

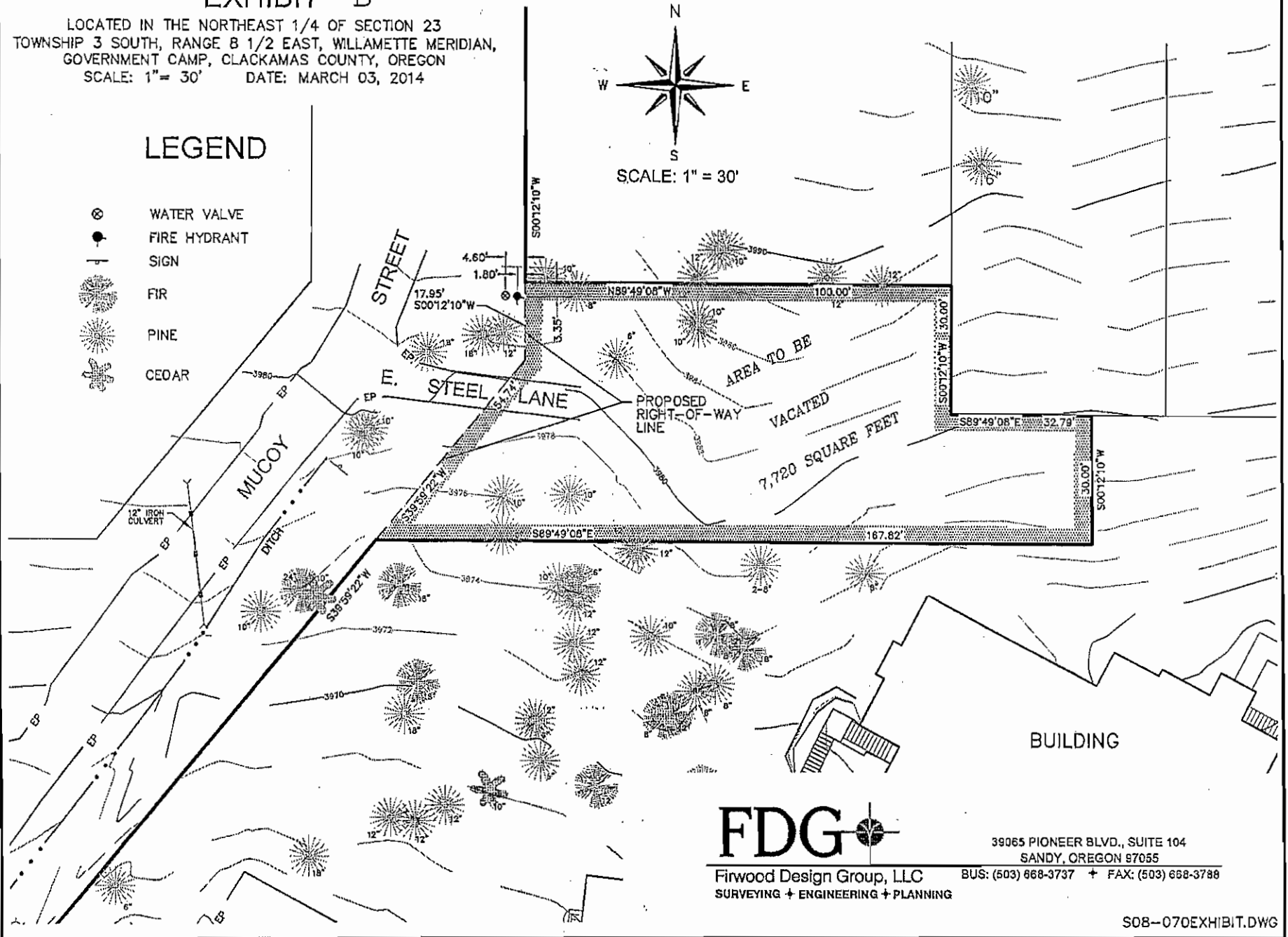
EXHIBIT "B"

LOCATED IN THE NORTHEAST 1/4 OF SECTION 23
 TOWNSHIP 3 SOUTH, RANGE 8 1/2 EAST, WILLAMETTE MERIDIAN,
 GOVERNMENT CAMP, CLACKAMAS COUNTY, OREGON
 SCALE: 1" = 30' DATE: MARCH 03, 2014



LEGEND

- WATER VALVE
- FIRE HYDRANT
- SIGN
- FIR
- PINE
- CEDAR



FDG

Firwood Design Group, LLC
 SURVEYING + ENGINEERING + PLANNING

39065 PIONEER BLVD., SUITE 104
 SANDY, OREGON 97055
 BUS: (503) 668-3737 + FAX: (503) 668-3788

TO: Board of Commissioners

FROM: M. Barbara Cartmill, Acting Director D.T.D.

DATE: May 8, 2014

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF STEEL LANE, LOCATED IN GOVERNMENT CAMP**

LOCATION: Steel Lane, a non-maintained Local Access Road, Department of Transportation and Development Maintenance Number P8005, in Government Camp, Oregon, situated in the northeast quarter of Section 23, T.3 S., R.8-1/2 E., W.M.

FACTS AND FINDINGS: October 28, 1946, Mr. and Mrs. Wilson dedicated Steel Lane, (aka Third Street), to the public by deed recorded in Book 386, Page 726, Clackamas County Deed Records. Little Trail Resort, LLC and Mt. Hood Investment, LLC, property owners adjoining Steel Lane, have submitted a petition to vacate the right-of-way. The unconstructed portion of Steel Lane encumbers future development of the petitioner's property. This portion of Steel Lane is a 60 foot wide, 117 foot long, right-of-way that serves no public need and is no longer a benefit to the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$3,011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms, which have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies and Government Camp CPO have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is 100 percent agreement from the affected property owners, the Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

5

Approval of Previous Business Meeting Minutes:

April 17, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, April 17, 2014 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair

Commissioner Paul Savas

Commissioner Martha Schrader

EXCUSED: Commissioner Jim Bernard

Commissioner Tootie Smith

I. CALL TO ORDER

- Roll Call

Commissioners Bernard & Smith are out of the office and will not be in attendance this evening.

- Pledge of Allegiance

II. PRESENTATION

1. Presentation regarding Landslide Hazards including Mapping, Response and Recovery Nancy Bush and Jay Wilson, Emergency Management, addressed emergency preparedness and response. Mike McCallister, Planning Director provided overview of landslide areas and designation.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Cory Hawkins, Oregon City – Proclamation on National Grange Month.
2. Dick Wanker, Oregon City – Proclamation on National Grange Month.
3. Shirley Sodenberg, Milwaukie – Comments regarding commissioner endorsements.
4. Eugene Schoenheit, Milwaukie – Comments on County Survey.
5. Christine Kosinski, Oregon City – Concerns regarding Holly Lane landslide zones.
6. Jo Haverkamp, Oregon City – Comments regarding commissioner endorsements.
7. Lindsey Rinehart, Happy Valley – Opposition to OMMP Dispensary Moratorium.
8. Ginny Davidson, Milwaukie – Support for High Rock, comments on billboard.
9. Melanie Treiner, Tigard - Opposition to OMMP Dispensary Moratorium.
10. Matt Sanders, Happy Valley - Opposition to OMMP Dispensary Moratorium
11. Les Poole, Gladstone – Comments regarding non-partisan politics and county unity.
12. Steve Bates, Boring – spoke regarding Boring/Dull relationship.
13. Mack Woods, Canby – Comments on elections and voting.

~Board Discussion~

IV. CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the Consent Agenda.

Commissioner Savas: Second

Clerk calls the poll:

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye - the motion passes 3-0.

A. Administration

1. Approval of an Intergovernmental Agreement between Clackamas County and the State of Oregon Judicial Department, Fifth Judicial District for a Specialist Clerk to Support the Treatment Courts

B. County Counsel

1. Approval of a Settlement Agreement with the Trustee of the Blue Heron Estate and NRI Global, Inc. Regarding Outstanding Taxes and Certain Water Rights *(this item also placed on the agenda under Water Environment Services)*
2. Approval of an Intergovernmental Agreement Regarding the Future Use and Disposition of Certain Water Rights Obtained by Clackamas County Service District No. 1 and Tri-City Service District *(this item also placed on the agenda under Water Environment Services)*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Agreement to Furnish Products and Service between Clackamas County Service District No. 1 and Collcorp, Inc. for the Kellogg Creek Water Pollution Control Plant Ultraviolet Disinfection Equipment Refurbishment Project
2. Approval of a Settlement Agreement with the Trustee of the Blue Heron Estate and NRI Global, Inc. Regarding Outstanding Taxes and Certain Water Rights for Service District No. 1 and Tri-City Service District - *(this item also placed on the agenda under County Counsel)*
3. Approval of an Intergovernmental Agreement Regarding the Future Use and Disposition of Certain Water Rights Obtained by Clackamas County Service District No. 1 and Tri-City Service District *(this item also placed on the agenda under County Counsel)*

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

Meeting Adjourned - 7:35 PM

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.

www.clackamas.us/bcc/business.html



6

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/

May 8, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of
Amendment (2) to State of Oregon Intergovernmental Agreement Number 143653

Purpose/Outcomes	Effective Dates of July 1, 2013 – June 30, 2015 were added for State General Funds and Title IV-E Funds.
Dollar Amount and Fiscal Impact	There is no match required. The maximum not-to-exceed amount is \$246,980 (\$171,980 State General Funds and \$75,000 Title IV-E Funds) This revenue has already been included in the FY 2014 and FY 2015 Budget. Funds will be used to offset salary and fringe for Juvenile Deputy District Attorneys.
Funding Source	State of Oregon, acting by and through its Department of Human Services
Safety Impact	The District Attorney's Office has two full-time Deputy District Attorneys (DDA) that are dedicated to juvenile dependency cases. Each DDA is focused on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2013 through June 30, 2015
Previous Board Action/Review	The Board has approved three Juvenile Dependency IGA's since March 2008. The Board approved Amendment (1) on February 1, 2014.
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney

BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008.

RECOMMENDATION:

I recommend that the Board approve the attached Intergovernmental Agreement between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

John S. Foote



Agreement Number 143653

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **02** to Agreement Number **143653** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
John Ludlow, Commission Chair
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 655-8581
Facsimile: (503) 742-5919**

hereinafter referred to as "County," and

**Clackamas County District Attorney
John Foote
807 Main Street
Oregon City, Oregon 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
johnfoote@co.clackamas.or.us**

hereinafter referred to as "District Attorney."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section IV Payments, is deleted in its entirety and restated with the following:
 - A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes allowable expenses, is **\$246,980**. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
 - B. DHS shall only pay for performed Work under this Agreement, and may make interim payment as follows:

Designated Funds	Effective Dates	Amount	Quarterly Payment
State General Funds	July 1, 2013 – June 30, 2015	\$171,980	NTE \$21,497.50 per Exhibit A, Part 2
Title IV-E Funds (CFDA #93.658)	July 1, 2013 – June 30, 2015	\$75,000	Calculated in accordance with Exhibit A, Part 4

3. **Certification.**
 - a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
 - (1) The information shown in Data and Certification, of original Agreement or as amended is County's and District Attorney's true, accurate and correct information; and
 - (2) County and District Attorney are not subject to backup withholding because:
 - (a) County and District Attorney are exempt from backup withholding;
 - (b) County and District Attorney have not been notified by the IRS that County or District Attorney are subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.
 - b. County and District Attorney hereby certify that the FEIN provided to DHS is true and accurate. If this information changes, County and District Attorney are also required to provide DHS with the new FEIN within 10 days.
 - c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County

and District Attorney certify that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

Clackamas County

By:

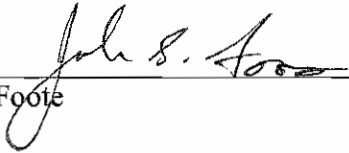
Authorized Signature

Title

Date

Clackamas County District Attorney

John Foote



4/24/15
Date

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency

Not required per OAR 137-045-0050(2)

Office of Contracts and Procurement

Jewelee Bell, Contract Specialist

Date



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/

May 8, 2014

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

Approval to Submit a Grant Application
Victims of Crime Act (VOCA) Project Grant / VOCA-C-2014-ClackamasCo.DAVAP-00047

Purpose/Outcomes	
Dollar Amount and Fiscal Impact	<p>October 1, 2014 – September 30, 2015 VOCA: \$32,000 October 1, 2015 – September 30, 2016 VOCA: \$35,000</p> <p>Funds will be used to offset the personal service costs for a .60 FTE <i>Temporary Part-Time Victim Advocate</i>. There is a 25% in-kind match that will be met with volunteer victim advocate hours.</p>
Funding Source	The Oregon Department of Justice Crime Victim’s Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231.
Safety Impact	Activities and expenses will support & enhance services to victims of crime. These efforts will be to (1) respond to the emotional and physical needs of crime victims, (2) assist victims to stabilize their lives after a victimization, (3) assist victims to understand and participate in the criminal justice system and (4) provide victims with a measure of safety and security.
Duration	Effective October 1, 2014 through September 30, 2016
Previous Board Action/Review	<p>June 2012, the Board of County Commissioners approved VOCA-C-2012 ClackamasCo.DAVAP00036 (Grant was not selected for funding).</p> <p>June 2011, the Board of County Commissioners approved VOCA-C-2011 ClackamasCo.DAVAP00016 (Grant was selected for funding).</p>
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney (503) 650-3532

BACKGROUND:

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Providing advocacy for victims as they move through the criminal justice system
- Assisting victims in the preparation of restitution documents
- Preparing victims for court hearings; encouraging & facilitating victim testimony
- Accompanying victims to court hearings/Grand Jury/trials/sentencing
- Involving victims in the decision-making process in the criminal justice system
- Informing victims of the processes to request the return of property held as evidence
- Assisting victims with the logistics related to court appearances
- Assisting victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) claims to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. VOCA funds are allocated to Oregon and then sub-granted to victim service organizations throughout the state to extend and enhance services to victims of crime. In addition to the mandated core victim services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential, often life-saving, services such as immediate and long term safety planning, crisis intervention, assistance in obtaining a protective orders, counseling referrals, crime scene response with law enforcement, call out response to hospital emergency departments for forensic medical exams, support for victims regardless of the prosecutorial merits of the case and advocacy through the navigation of the criminal justice system, both pre and post-adjudication.

RECOMMENDATION:

I respectfully recommend that the Board of County Commissioners approve this request to apply for the VOCA Competitive grant as submitted.

Thank you,



John S. Foote

Wehage, Diane

From: cvsd-grants <cvsd-grants-bounces@listsmart.osl.state.or.us> on behalf of Relang Cathy L <cathy.l.relang@doj.state.or.us>
Sent: Monday, April 07, 2014 4:23 PM
To: 'cvsd-grants@listsmart.osl.state.or.us'
Subject: [cvsd-grants] CVSD Grant Opportunity: 2014 VOCA Competitive Request for Applications is OPEN
Attachments: ATT00001.txt

The Oregon Department of Justice (DOJ), Crime Victims' Services Division (CVSD) is releasing a **2014-2016 Competitive Request for Applications** (RFA) through the Victims of Crime Act (VOCA) today, Monday April 7th, 2014.

General Information

Opportunity Type:	Competitive	CFDA Number:	16.575
Release Date:	April 7th, 2014	Estimated Total Program Funding:	\$3,000,000.00
E-Grants Registration Date:	April 18th, 2014	Expected Number of Awards:	25
Initiation Closing Date:	May 5th, 2014	Match Requirement:	25% of the grant funds
Submission Closing Date:	May 19 th , 2014	Award Period:	October 1, 2014 – September 30 2016

Eligible applicants for VOCA funding include:

- Nonprofit organizations providing direct services to crime victims. A nonprofit organization must be duly incorporated and registered under Oregon statutes, unless it is a tribal governing body or a local chapter of national tax-exempt victim service organizations (i.e., Mothers Against Drunk Driving, Parents of Murdered Children);
- Public (government) agencies, such as criminal justice agencies, including law enforcement, prosecutor offices, courts, corrections departments, probation and paroling authorities for victim services that exceed the boundaries of their mandate. For example, a police department may use VOCA funds to provide crime victim services that exceed a law enforcement official's normal duties, such as a victim crisis response unit. Regular law enforcement duties, such as crime scene intervention, questioning of victims and witnesses, investigations of the crime, and follow-up activities may not be paid with VOCA funds;
- Native American tribes/organizations providing services to crime victims;
- Religiously-affiliated organizations, provided that services are offered to all crime victims without regard to religious affiliation and receipt of services is not contingent upon participation in a religious activity or event; and
- Hospital and emergency medical facilities offering crisis counseling, support groups, and/or other types of victim services.

Please refer to the RFA Instructions for more information regarding eligibility criteria, general application guidelines, grant application contents, and other relevant information. The RFA Instructions are available on the CVSD VOCA webpage at: <http://www.doj.state.or.us/victims/pages/voca.aspx>. Forms for this application will be completed and uploaded into the **CVSD E-Grants** (link to system).

IMPORTANT Application Dates:

1. Agencies already registered in the CVSD E-Grants system should update the Organization Information as necessary by **April 18, 2014**.
2. Agencies who are new to the CVSD E-Grants system must register in the system by **April 18, 2014**.
3. All agencies/programs who wish to submit an application **MUST** have an application initiated no later than **May 5th, 2014**.
4. Register for one of the four regional teleconferences to be held on April 17th, April 23rd (2 conferences on this day), and April 24th. Teleconference registration information can be found in the RFA Instructions. We encourage all applicants to attend one of the teleconferences.

Please direct all questions regarding RFA contents to Cathy Relang at cathy.L.relang@doj.state.or.us.

Cathy Oliverio Relang, CVSD Fund Coordinator | Crime Victim Services Division | Oregon Department of Justice 1162 Court Street NE | Salem, OR 97301-4096 | O: (503) 378 - 4476 F: (503) 378 - 5738 | <http://www.doj.state.or.us/>
Empowering Victims, Honoring Rights, Rebuilding Lives

National Crime Victims' Rights Week | April 6-12, 2014



Mark your calendar for the 2014 Crime Victims' Rights Week Ceremony
Tuesday, April 8, 2014 at 11:45 in downtown Portland at the Portland Building, 1120 SW 5th Ave.

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

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[Forget previous vote](#)

AMENDMENTS AND CLARIFICATIONS
FOR THE 2014-2016 VOCA REQUEST FOR APPLICATION

AMENDMENTS

NONE AT THIS TIME

CLARIFICATIONS

While this application defined rural-frontier for bonus points it did not further define the remainder of the state with respect to rural. For the purpose of this application if an applicant is proposing to provide services to a rural community as the target population you will need to verify the rural community by meeting the OVW definition of rural.

A rural area of community is (1) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget (OMB); or (2) any area or community, respectively, that is (a) within an area designated as a metropolitan statistical area or considered part of a metropolitan statistical area; and (b) located in a rural census tract; or (3) any federally recognized Indian tribe.

Based on the Rural Health Grants Eligibility Analyzer used by OVW to determine rural eligibility, all locations in 23 counties meet the rural definition, no locations in one county meet the rural definition, and some parts of 12 counties meet the rural definition.

The following 23 counties (The 10 highlighted in **bold** are the frontier counties eligible for bonus points) are eligible service areas for delivering VOCA services to underserved victims of crime for this VOCA Application:

Baker	Douglas	Jefferson	Morrow	Wallowa
Clatsop	Gilliam	Klamath	Sherman	Wasco
Coos	Grant	Lake	Tillamook	Wheeler
Crook	Harney	Lincoln	Umatilla	
Curry	Hood River	Malheur	Union	

The following county is **not** an eligible service area for delivering VOCA services to rural victims of crime for the VOCA Application:

Multnomah

The following 12 counties include some census tracts that are eligible service areas for delivering VOCA services to rural victims of crime for the VOCA Application:

Benton	Deschutes	Lane	Polk
Clackamas	Jackson	Linn	Washington
Columbia	Josephine	Marion	Yamhill

To determine which census tracts in any of the 12 counties listed above are eligible service areas for delivering VOCA services to rural victims of crime, complete the following steps:

1. Go to <http://factfinder2.census.gov/> and click on **Advanced Search**
2. Click on **Geographies** in the left hand column
3. Under “select a geographic type” select “Census Tract – 140”
4. Under “select a state” select Oregon
5. Under “select a county” select your county
6. Under “select one or more geographic areas” click on “All Census Tracts within...”
7. Click **ADD TO YOUR SELECTIONS** and then click on **CLOSE X** in the upper right of the dialog box
8. In the “topic or table name” box type in urban and select “Urban/Rural” and click **GO**
9. From the table click on the first **Urban and Rural** option (Dataset: 2010 SF1 100% Data)

The resulting table will include all Census Tracts in your county. Each Census Tract will include total population, urban population (inside urbanized areas and inside urban clusters), and rural population. **Any Census Tracts in which more than 50% of the total population is listed as “rural” would be an eligible service area for delivering VOCA services to rural victims of crime for the VOCA Application.**

OREGON DEPARTMENT OF JUSTICE

2014 - 2016 VICTIMS OF CRIME ACT COMPETITIVE PROJECT GRANT APPLICATION

APPLICATION INSTRUCTIONS

Due 5/19



Attorney General Ellen F. Rosenblum
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

RFA RELEASE DATE: April 7, 2014
ONLINE APPLICATION DUE DATE: May 19, 2014 BY 11:59 PM PST
AWARD PERIOD: October 1, 2014 – September 30, 2016

Oct 1, 2014 - Sept. 30, 2014

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READ ALL INSTRUCTIONS BEFORE COMPLETING THE GRANT APPLICATION

A. RESOURCES FOR THIS APPLICATION

Throughout this document the Department of Justice (DOJ) Crime Victims' Services Division will be referred to as CVSD.

The instructions to complete this application are downloadable in PDF format from the CVSD E-Grants system at: www.cvsdegrants.com and from the CVSD website at: <http://www.doj.state.or.us/victims/pages/voca.aspx>.

The CVSD E-Grant Applicant User Guide can answer any questions with regards to navigating the system. The Guide can be found at:

1. the welcome screen under "My Training Materials"; and
2. http://www.doj.state.or.us/victims/pdf/cvsd_egrants_applicant_user_guide.pdf.

As you navigate and work in the system, the form pages contain a "Show Help" button giving detailed instructions or additional information for that particular page.

The Victims of Crime Act (VOCA) Grant Management Handbook, cited throughout these instructions as a reference, is available:

- o Below these instructions in E-Grants;
- o Downloadable in PDF format on the Department of Justice Crime Victims' Services Division website at: <http://www.doj.state.or.us/victims/pages/voca.aspx>.

B. CONTACT INFORMATION FOR CVSD STAFF DURING THE OPEN APPLICATION

Grant Specialist:

Assistant	Phone	E-mail
Krista Anderson	(503) 378-5178	Krista.Anderson@doj.state.or.us

For more information or to address questions specific to the application or application process, please contact:

Fund Coordinator:

Coordinator	Phone	E-mail
Cathy Oliverio Relang	(503) 378-4476	Cathy.I.Relang@doj.state.or.us

C. CVSD ADVISORY COMMITTEE

Name	Affiliation	Representation	Region
Vanessa Becker	V Consulting	Professional with DV/SA Expertise	SW
Steve Bellshaw	Salem Police Department	Law Enforcement	NW
Kris Billhardt	Volunteers of America Home Free, Executive Director	Victims Services	Tri-County
Kris Boler	Long Term Services & Supports Innovator Agent, DHS; (former ED, Helping Hands)	Professional with DV/SA Expertise	N Central
Allison Cleveland	The Gender Center, Inc., Executive Director	Population Specific Organization	SW
Desiree Coyote	Confederated Tribes of the Umatilla Indian Reservation	Tribal Government	NE
Shirley Didier	Victims' Rights Coordinator, DOJ/CVSD, Retired	Professional with Victims' Rights Expertise	NW
Erin Ellis	Sexual Assault Resource Center, Executive Director	Victim Services	Tri-County
Yelena Hansen	Russian Oregon Social Services, Program Coordinator	Population Specific Organization	Tri-County
Jenna Harper	Attorney General's Sexual Assault Task Force	Sexual Assault Coalition	Statewide
Sybil Hebb	Oregon Law Center	Professional with DV/SA Expertise	Statewide
Leona Ike	Confederated Tribes of the Warm Springs Reservation	Tribal Government	S Central
Kathryn Kelly	El Programa Hispano, UNICA, Catholic Charities, Program Manager	Population Specific Organization	Tri-County
Kim Larson, Co-Chair	Marion County DA's Office/Victim Assistance Division	DAVAP	NW
Terri Neimann	Academic Instructor, Tillamook Bay Community College	Underserved	NW
Justin Nelson	Morrow County District Attorney	ODAA	NE
Cheryl O'Neill	Domestic & Sexual Violence Coordinator DHS, Child Protective Services Unit	State Agency	Statewide
Rebecca Orf	Oregon Judicial Department Staff Attorney	Courts	Statewide

Name	Affiliation	Representation	Region
Barb Palicki	Citizen Representative Former Director, Curry County CAIC	Child Abuse	SW
Bob Robison	Community Justice Manager, Multnomah County, Retired	Professional with DV/SA Expertise	Tri-County
Michele Roland- Schwartz	Attorney General's Sexual Assault Task Force, Executive Director	Sexual Assault Coalition	Statewide
Tawna Sanchez	Native American Youth & Family Center, Family Services Director	Population Specific Organization	Tri-County
Robin Selig, Co-Chair	Oregon Law Center, State Support Unit Attorney	Professional with DV/SA Expertise	Statewide
Chanpone Sinlapasai	Attorney at Law (Immigration)	Professional with DV/SA Expertise	Tri-County
Daniel Staton	Multnomah County Sheriff's Office	Law Enforcement	Tri-County
Vanessa Timmons	OCADSV	Domestic Violence Coalition	Statewide
Merle Weiner	Phillip H. Knight Professor, University of Oregon	Professional with DV/SA Expertise	SW
Lynne Whiteman	Benton County DA-VAP, Director	DAVAP	NW
Letetia Wilson	Center Against Rape & Domestic Violence	Victim Services	NW

D. GRANT APPLICATION AMENDMENTS

CVSD may amend this 2014-2016 VOCA Competitive Grant Application by posting Amendment(s) on the CVSD E-Grants *Forms Menu*. Where appropriate, CVSD will issue an Amendment that will be added to the Forms Menu in the E-Grants system, immediately below the Request for Applications. Amendments will also be posted on the CVSD VOCA webpage: <http://www.doj.state.or.us/victims/pages/voca.aspx>.

Applicant is responsible to SAVE all information in the E-Grants system and CVSD accepts no responsibility for an applicant missing information contained on the CVSD E-Grants system.

Any Applicant requiring an official clarification of a provision of this application may make a request for clarification in writing via email to the Fund Coordinator listed no later than **Monday, May 5, 2014**. CVSD will promptly respond to each properly-submitted request for clarification. Official requests for clarifications received after the date, may or may not be responded to at the sole discretion of CVSD.

CVSD may also informally respond to applicants' questions with responses that do not affect the provisions of the 2014-2016 VOCA Competitive Request for Applications.

NOTE: Office for Victims of Crime (OVC) has proposed new VOCA guidelines and they are currently under review by the OVC. If the revised guidelines are released during the open application period CVSD will issue an amendment.

E. VOCA COMPETITIVE GRANT APPLICANT'S TELECONFERENCE SCHEDULE

Applicants will have the opportunity to participate in one of the four regional informational teleconference/*GoToMeetings*. Refer to the table below to find the date and time for your teleconference. If your agency can not attend the teleconference for your region please select an alternate teleconference that will fit your schedule.

Please note that these teleconferences can accommodate up to 25 participants. Register for your teleconference with Krista Anderson at krista.anderson@doj.state.or.us by **Monday, April 15, 2014**. You will receive a confirmation email within 72 hours along with your call-in information.

Date	Time	Regional Teleconference
Thursday April 17, 2014	1:30 pm – 3:00 pm	Gilliam, Hood River, Morrow, Sherman, Umatilla, Union, Wallowa, Wasco and Wheeler
Wednesday April 23, 2014	10:00 am – 11:30 am	Benton, Columbia, Clackamas, Linn, Marion, Multnomah, Polk, Washington, and Yamhill
Wednesday April 23, 2014	1:30 pm – 3:00 pm	Clatsop, Coos, Curry, Douglas, Jackson, Josephine, Lane, Lincoln and Tillamook
Thursday April 24, 2014	10:00 am – 11:30 am	Baker, Crook, Deschutes, Grant, Harney, Klamath, Lake and Malheur

F. TIMETABLE FOR APPLICATION REVIEW AND GRANT AWARDS

TARGET DATE	ACTIVITY
Monday, April 7, 2014	VOCA Competitive Grant Application Released
Friday, April 18, 2014	CVSD E-Grants Registration or updated organization and member information completed
Monday, May 5, 2014	Application initiated DUE no later than 11:59 p.m.
Monday, May 5, 2014	Official requests for VOCA Application Amendments/Clarifications DUE
Monday, May 19, 2014	Application DUE through CVSD E-Grants
June - July 2014	Application Reviews by CVSD Fund Coordinators and Review Committees
Thursday, August 7, 2014	CVSD Advisory Committee award recommendations
August 2014	Attorney General (or designee) approval of final award recommendations
August 2014	Award notification and grant documents available in E-Grants
Friday, September 19, 2014	All completed award documents due at DOJ CVSD (approximate date)
Wednesday, October 1, 2014	2014-2016 VOCA Competitive grant period begins

G. DEFINITIONS

ACCESS TO SERVICES: Means the degree to which a service is available to as many people as possible and the ability of people to benefit from a system or entity. To ensure meaningful access to services for all victims of crime across the State, programs must be able to appropriately respond to requests for assistance (e.g. completion of compensation claims, child abuse medical assessments, etc.). In addition, those agencies whose primary services are focused on a specific area of victim assistance must be able to directly link victims whose needs may be beyond their expertise to the appropriate community partner agency. Access to services is measured through the outcomes.

Access barriers for underserved, marginalized, oppressed communities and Tribal Nations may include: complexity of application process; administrative barriers; language, literacy and culture; transportation and logistical barriers (hours of operation, word of mouth communication can limit access for small and newer communities); climate of fear and mistrust.

Approaches to improving accessibility could include assistive technology, adaptive technology, mobility access, sight access, hearing access, transportation.

COLLABORATION: Means a mutually beneficial and well defined relationship entered into by two or more organizations to achieve common goals. This relationship includes a commitment to mutual

relationships and goals, a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and rewards.

CULTURALLY SPECIFIC PROGRAM: Means a program that is designed to meet the needs of victims from a specific, broadly defined, cultural community. The dominant organizational culture of a culturally specific program, including staff, programs, operations, activities and materials, reflect the culture and values of a specific community. The organization should have a board of directors or steering committee and staffing that is reflective of the culturally specific community it serves.

CULTURAL PROFICIENCY: Cultural proficiency is the ability to work with individuals or communities whose culture is different from one's own or the dominant culture of the agency. It is the knowledge that culture impacts an individual's perspective – how they view the world and others, how they relate to others, and how they perceive themselves. Cultural proficiency includes: respecting differences; relating to individuals as individuals (with an awareness of the influence of culture); genuine commitment to serve the individual's needs; and commitment to continuously learning about cultural differences, the cultures of others, and how culture influences each of us and our work together.

FEDERAL VICTIM OF CRIME: For the purposes of this program, a victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.

GOVERNING BODY: Means a group of people (community leaders, committee, department, etc.) who formulate the policy and direct the affairs of an organization/program in partnership with the managers, especially on a voluntary or part-time basis.

POPULATION SPECIFIC ORGANIZATION: Means a nonprofit, nongovernmental organization or Tribal program that primarily serves members of a specific underserved population and has demonstrated experience and expertise providing targeted services to members of that specific underserved population.

POPULATION SPECIFIC SERVICES: Means victim-centered services that address the safety, health, economic, legal, housing, workplace, immigration, confidentiality, or other needs of victims, and that are designed primarily for and is targeted to a specific underserved population.

UNDERSERVED POPULATIONS: Means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population that can be demonstrated to be underserved.

SECTION I: GRANT APPLICATION OVERVIEW

A. INTRODUCTION

The Oregon Department of Justice Crime Victims' Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231.

VOCA was passed by Congress and signed into law by President Reagan on October 12, 1984. This Act serves as the central source of federal support providing direct services to victims of all types of crimes. VOCA funds are allocated annually to each State by the U.S. Department of Justice, Office for Victims of Crime (OVC). The State Administering Agency then sub-grants to victim service organizations throughout the state.

B. PURPOSE

The primary purpose of the VOCA victim assistance grant program is to extend and enhance services to victims of crime. The VOCA Federal Guidelines state that services are defined as those efforts that: 1) respond to the emotional and physical needs of crime victims; 2) assist primary and secondary victims of crime to stabilize their lives after a victimization; 3) assist victims to understand and participate in the criminal justice system; and 4) provide victims of crime with a measure of safety and security such as boarding-up broken windows and replacing or repairing locks.

For the purposes of this program, a crime victim is "a person who has suffered physical, sexual, financial or emotional harm as a result of the commission of a crime."

C. ELIGIBLE AGENCIES

VOCA specifies that an organization must provide services to crime victims and be operated by a public agency or nonprofit organization, Native American Tribe/organization¹, or a combination of such agencies or organizations in order to be eligible to receive VOCA funding. Eligible organizations include victim services organizations whose sole mission is to provide services to crime victims. In addition to victim service organizations, there are many other public and nonprofit organizations that have components which offer services to crime victims. These organizations are eligible to receive VOCA funds, if the funds are used to expand or enhance the delivery of crime victims' services.

¹ The definition of "tribal organization" is the recognized governing body of any Indian tribe, to include any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and that includes the maximum participation of Indians in all phases of its activities. Applications must be signed by the leader or chief executive of the tribe. In cases where the Tribal Council serves as the governing body, the application must be signed by the Chairperson or other recognized leader of the Council.

- Nonprofit organizations providing direct services to crime victims. A nonprofit organization must be duly incorporated and registered under Oregon statutes, unless it is a tribal governing body or a local chapter of national tax-exempt victim service organizations (i.e., Mothers Against Drunk Driving, Parents of Murdered Children);
- Public (government) agencies, such as criminal justice agencies, including law enforcement, prosecutor offices, courts, corrections departments, probation and paroling authorities for victim services that exceed the boundaries of their mandate. For example, a police department may use VOCA funds to provide crime victim services that exceed a law enforcement official's normal duties, such as a victim crisis response unit. Regular law enforcement duties, such as crime scene intervention, questioning of victims and witnesses, investigations of the crime, and follow-up activities may not be paid with VOCA funds;
- Native American tribes/organizations providing services to crime victims;
- Religiously-affiliated organizations, provided that services are offered to all crime victims without regard to religious affiliation and receipt of services is not contingent upon participation in a religious activity or event; and
- Hospital and emergency medical facilities offering crisis counseling, support groups, and/or other types of victim services.

Please see the 1997 Federal VOCA Guidelines for further detailed criteria on these agencies at www.ojp.usdoj.gov/ovc/voca/vaguide.htm.

If you are a **new** applicant or **do not** currently receive CVSD grant funds you must:

1. Register in the CVSD E-Grant system at www.cvsdegrants.com. Please see the CVSD E-Grant Applicant User Guide on *Gaining Access to Oregon CVSD E-Grants* to walk through the process. The User Guide can be found at <http://www.doi.state.or.us/victims/pages/egrants.aspx>. Please allow 24 hours to process your registration.
2. You will be asked to provide additional information as requested below, as appropriate. This information will be provided on Form B: Statement of Agency Organization.

<u>Non-Profit Organizations Only</u>	<u>Government-based Organizations Only</u>
1. Most recent Statement of Financial Position (Balance Sheet);	Most recent Statement of Financial Position (Balance sheet).
2. Date of most recent submission of IRS Form 990;	
3. Articles of Incorporation	
4. IRS 501(c)(3) Determination letter.	

If you are a **current** CVSD grant recipient you must be in compliance with all grant requirements including reporting to be considered for this funding.

D. INELIGIBLE AGENCIES

Some public and nonprofit organizations that offer services to crime victims are not eligible to receive VOCA victim assistance funding. These organizations include, but are not limited to, the following:

1. **Federal Agencies:** This includes U.S. Attorneys' Offices and FBI Field Offices. Receipt of VOCA funds would constitute an augmentation of the federal budget with money intended for state agencies. However, private, nonprofit organizations that operate on federal land may be eligible recipients of VOCA victim assistance grant funds.
2. **In-Patient Treatment Facilities:** For example, those designed to provide treatment to individuals with drug, alcohol, and/or mental health-related conditions.

E. FEDERAL ELIGIBILITY CRITERIA

VOCA establishes eligibility criteria that must be met by all organizations that receive VOCA funds. These funds are to be awarded to sub-recipients only for providing services to victims of crime through their staff. Each sub-recipient organization shall meet the following requirements:

1. **Public or Nonprofit Organization.** To be eligible to receive VOCA funds, the project must be provided by a public or nonprofit organization or a combination of such organizations, and provide services to crime victims.
2. **Record of Effective Services.** Demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.
3. **New Programs.** Those programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate that 25-50 percent of their financial support comes from non-federal sources. It is important that organizations have a variety of funding sources besides federal funding in order to ensure their financial stability.
4. **Volunteers.** Sub-recipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement. A "compelling reason" may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
5. **Promote Community Efforts to Aid Crime Victims.** Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces,

commissions, working groups, coalitions, and/or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds.

6. **Help Victims Apply for Compensation Benefits.** Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.
7. **Comply with Federal Rules Regulating Grants.** Sub-recipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.
8. **Maintain Civil Rights Information.** Maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, within the timetable established by the state grantee; and permit reasonable access to its books, documents, papers, and records to determine whether the sub-recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.
9. **Comply with State Criteria.** Sub-recipients must abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the grantee.
10. **Services to Victims of Federal Crimes.** Sub-recipients must offer services to victims of federal crimes on the same basis as victims of state crimes. A victim of a federal crime is defined as a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as some Native American reservations, national parks, some federal buildings and military installations. Examples of other federal crimes are terrorism, bank robbery, some drug-related crimes, interstate or international kidnapping, mail or wire fraud, violation of a qualifying protection order under federal law and trafficking persons.
11. **No Charge to Victims for VOCA-Funded Services.** Sub-recipients must provide services to crime victims, at no charge, through the VOCA-funded project.

- 12. Confidentiality of Personal Information.** In order to ensure the safety of adult, youth, and child victims of crime, a grantee shall protect the confidentiality and privacy of persons receiving services. Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs. Additionally, grantee shall not reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an un-emancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, Tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor. Additional information can be found in the VOCA Management Handbook.
- 13. Confidentiality of Research Information.** Maintain confidentiality of client-counselor information, as required by state and federal law. Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
- 14. Assurances and Certifications.** Subrecipients must meet the terms of the Certified Assurances and other federal rules regulating grants, including non-supplanting and the Certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free workplace requirements.
- 15. Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.** As of January 1, 2009, all recipients of Federal VOCA funds, and their sub-contractors, must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The Transparency Act requires the federal government to have a single, searchable website. This website must be accessible by the public without cost, for each federal award of \$25,000 or more over the life of any sub-award (i.e., VOCA grant award period). In order to satisfy this requirement, fund sub-recipients are required to have a "data universal numbering system" (DUNS) and to maintain a current registration with the System for Award Management (SAM). Prior to a grant Agreement being issued from this application, all programs must be registered and current with the SAM. See the current version of the *VOCA Grant Management Handbook* for details regarding DUNS and SAM registration (Award Conditions, Federal Funding Accountability and Transparency Act of 2006). For additional information, the SAM User Guide is available at: [https://www.sam.gov/sam/SAM Guide/SAM User Guide.htm# Toc330768952](https://www.sam.gov/sam/SAM%20Guide/SAM%20User%20Guide.htm#Toc330768952).

16. Accommodations and Language Access. Applicants are encouraged to support activities that ensure individuals with disabilities and deaf individuals and persons with limited English proficiency have meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services, language interpretations and translation services, or the purchase of adaptive equipment. Applicant proposing to use grant funds to create websites, videos, and other materials must ensure that they are accessible to person with disabilities.

F. FEDERAL MATCH REQUIREMENTS

VOCA requires each project include a matching contribution of 25% (cash or in-kind) of the total grant funds awarded and must be derived from nonfederal sources. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Match must be provided on a project-by-project basis. Any deviation from this policy must be approved by OVC. Additional information regarding match including calculating match can be found in the most recent version of the VOCA Grant Management Handbook.

Exceptions to the match requirements above include Native American Tribes/Organizations located on reservations. The match for new or existing VOCA sub-recipients that are Native American Tribes/Organizations located on reservations is 5% (cash or in-kind) of the total VOCA project. For the purpose of this grant, a Native American Tribe/Organization is defined as any tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the US to Native Americans because of their status as Native Americans. A reservation is defined as a tract of land set aside for use of, and occupancy by, Native Americans.

G. CVSD REQUIREMENTS

- 1. GRANT MANAGEMENT HANDBOOK.** Comply with VOCA program guidelines as written in the most recent version of the VOCA Grant Management Handbook, including any additional eligibility or service criteria as established by CVSD. *Note: A revised Grant Management Handbook will be released in the summer of 2014.*
- 2. ACCESS TO EFFECTIVE SERVICES.** To ensure meaningful access to services for all victims of crime across the State, programs must be able to appropriately respond to requests for assistance (e.g. completion of compensation claims, child abuse medical assessments, etc.). In addition, those agencies whose primary services are focused on a specific area of victim assistance must be able to describe how they directly link victims whose needs may be beyond their expertise to the appropriate community partner agency.
- 3. FINANCIAL, DATA AND OUTCOME REPORTING.** Applicants will submit quarterly financial and outcome measures reports and semi-annual statistics and narrative reports on services provided specific to the staff positions supported by those funds. More detailed information can be found in Section X of this document.
- 4. CONFIDENTIALITY POLICIES AND/OR PROCEDURES.** The applicant will have policies and/or procedures to protect the confidentiality and privacy of persons receiving services and will not disclose personally identifying information or individual information collected in

connection with services requested, used, or denied without the informed, written, reasonably time-limited consent of the person whose information will be disclosed. Non-personally identifying information may be shared in the aggregate for reporting purposes. Policies will be reviewed during site visits.

5. **PLANNING.** The planning process for an agency/program is a way to clearly define the purpose of the agency/program, establish realistic goals and objectives, identify needs and appropriate services for the community(ies) being served. This process provides an opportunity to bring staff, community partners and victims together to build a consensus about where an agency/program is going. Ideally, a thorough planning process will include both internal agency planning, as well as external community-wide planning. CVSD recognizes that the willingness of partners to collaborate and resources supporting that collaboration vary from community to community. CVSD strongly urges programs to go through this process. Applicants will discuss their planning process(es) in greater depth during site visits, including how input from victims and community partners is included. CVSD will provide technical support to applicants upon request and to the extent possible.
6. **TRAINING REQUIREMENTS.** Applicants will provide training to staff, volunteers and board/governing body members as outlined in Section VIII of this document. Staff and volunteers will be assessed as to their readiness to provide direct services. Applicants will demonstrate their methodology for evaluation of staff and volunteer compliance with training requirements during site visits. The Staff Roster and the board/governing body Roster in the E-Grants system both require information on completion of training requirements for each staff person and Board/governing body member.

H. AWARD AMOUNTS

Applicants should carefully consider the resources needed to successfully implement the proposed project and present a realistic budget that accurately reflects project costs. Average two year awards will be \$120,000. Total funding available for the VOCA competitive application process is \$3,000,000.00. CVSD anticipates awarding approximately twenty-five (25) grants.

DOJ has the discretion to award grants for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants prior to award of a grant.

I. AVAILABILITY AND DURATION OF FUNDING

The CVSD will award 2014-2016 VOCA Competitive Project grants for up to a twenty-four (24) month grant period beginning October 1, 2014 through September 30, 2016.

Funding is contingent upon the availability of appropriated funds through the US Department of Justice, Office for Victims of Crime.

SECTION II: PROJECT CRITERIA

All applicants are required to make two decisions when selecting project criteria under this application. First, all applicants will select one of the **VOCA Priority categories**; and second all applicants will select one of the four **Funding Areas**.

1. **Select one of the VOCA Priority categories** (This should match the category selected on the Cover Page.) The following general guidelines apply:

- Domestic violence;
- Sexual Assault;
- Child Abuse;
- **General Victim Assistance; or**
- Underserved

a. **Underserved**: Only population specific agencies (see definition on population specific organizations) may apply under the Underserved VOCA priority category. This does not limit a population specific agency from applying under another category.

b. Proposed projects submitted from mainstream agencies providing services for underserved, marginalized, and/or oppressed communities and/or Tribal Nations will apply in the Domestic Violence, Sexual Assault, Child Abuse or General Victim Services category.

2. **Select a Funding Area** (This should match the funding area selected on the Cover Page)

Applications will be accepted for funding the provision of direct services under one of four **Funding Areas**. Applicants should request for grant funds under the Funding Area that best addresses needs and gaps in the community within the VOCA priority categories of Domestic Violence, Sexual Assault, Child Abuse, Underserved Populations or General Victim Services. Applicants can only submit one application. **The exception will be if an agency is part of a collaborative application but is not the lead agency, they could then submit an application for a separate project.**

Funding Areas: (more detail in the charts below)

#1 Create, build and strengthen collaborative partnerships between and among non-profit, non-governmental, tribal, and governmental (law enforcement, prosecution, courts) victim service providers.

#2 Enhance and strengthen meaningful access to population specific, culturally proficient services to victims who are members of underserved, marginalized, and/or oppressed communities and/or Tribal Nations.

#3 Enhance and strengthen legal advocacy services and criminal and juvenile justice access for victims.

#4 Enhance and strengthen victim security, safety and recovery.

For example: Family Friends is a domestic violence provider wanting to create a project with law enforcement in their community for an out-stationed advocate.

VOCA Priority Category: Domestic Violence

Funding Area: #1 (this will require a collaboration and an MOU with law enforcement)

FUNDING AREA #1

Create, build and strengthen collaborative partnerships between and among non-profit, non-governmental, tribal, and governmental (law enforcement, prosecution, courts) victim service providers.

NOTE: Applications under this funding area are required to include an MOU or Subcontract as appropriate.

Definition

Create, build or strengthen a mutually beneficial and well defined relationship to jointly plan and implement services for victims of all crime. The collaboration includes a commitment to mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and rewards. The collaboration should focus on increasing capacity, communication and efficiency while improving outcomes.

Gaps to Address include but not limited to: [List of Gaps in Oregon Victim Services](#)

- Few Juvenile Departments have dedicated VAP
- Services for child witnesses of DV
- Treatment for youth experiencing sexual reactivity as a symptom of trauma
- Services to parents of child victims of abuse
- Low income/pro-bono legal services
- Need to strengthen community partnerships
- Fill an identified and documented local community gap

Examples of allowable activities include but are not limited to:

- Mobile advocacy
- Co-advocacy
- Outreach
- Co-located Advocates
- Coordinated community response to victim services
- Services to fill an identified and documented local community gap

Collaboration Resource: <http://www.hunter.cuny.edu/socwork/nrcfcpp/pass/learning-circles/five/LearningCircleFiveResources.pdf>

FUNDING AREA #2

Enhance and strengthen meaningful access to population specific, culturally proficient services to victims who are members of underserved, marginalized, and/or oppressed communities and/or Tribal Nations.

Definition

Develop, expand, or strengthen programs, community capacity and projects to provide services and responses targeting underserved, marginalized, and/or oppressed communities and/or Tribal Nations victims whose ability to access traditional services and responses is affected by their geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic identity or due to special needs (such as language barriers, physical and/or cognitive disability, alienage status, or age), or any other locally documented access barrier.

Gaps to Address include but not limited to: List of Gaps in Oregon Victim Services

- Bilingual/bicultural child abuse assessments and forensic interviews
- Interpreters trained in victims services and advocacy
- Inadequate services and lack of accessibility for immigrants and trafficking victims
- Remote and isolated rural victims
- Male victims have virtually no resources available
- Program for teen victims
- Bilingual Law Enforcement and advocates
- Culturally specific services
- Lack of services for elderly victims
- fill an identified and documented local community gap

Examples of allowable activities include but are not limited to:

- Interpreter services and equipment - language access
- Juvenile advocates
- Human trafficking
- Restitution
- services to fill an identified and documented local community gap

FUNDING AREA #3

Enhance and strengthen legal advocacy services and criminal and juvenile justice access for victims.

Definition

Develop, strengthen and improve the capacity of programs to address the civil and criminal justice needs to effectively aid adult, youth and child victims of crime through the provision of civil and criminal legal assistance and legal advocacy services.

Gaps to Address include but not limited to: List of Gaps in Oregon Victim Services

- Emergency legal services
- Legal representation for victims
- Legal services for immigrant victims
- Failure to meet victims' right for prompt restitution
- Inadequate services for immigrants and trafficking victims
- fill an identified and documented local community gap

Examples of allowable activities include but are not limited to:

- Projects ensuring prompt restitution
- Advocates assisting victims of juvenile crime
- Prepare victims for court hearings and court accompaniment if not currently offered
- Provide legal advocacy
- Restraining order clinic
- U-VISA services/clinic
- services to fill an identified and documented local community gap

FUNDING AREA #4

Enhance and strengthen victim security, safety and recovery.

Definition

Enhance and strengthen the victims' ability to prevail over the trauma of their victimization emotionally, physically, spiritually and financially.

Gaps to Address include but not limited to: List of Gaps in Oregon Victim Services

- Victims lack transportation
- Lack of motel vouchers when shelter not appropriate/available
- Trauma informed therapists
- Spanish speaking therapists
- Lack of consistent access to phones
- Sexual Assault support groups (women and men)
- Services for women without children
- Transitional housing/safe housing (rent assistance?)
- Funds to meet emergency needs of survivors
- Affordable childcare
- fill an identified and documented local community gap

Examples of allowable activities include but are not limited to:

- Emergency services (transportation, phone services, motel voucher, child care, emergency financial assistance)
- Mental health counseling
- Support groups
- Trauma informed services
- The use of evidence-based indicators to assess the risk of domestic and dating violence homicide and prioritize dangerous or potentially lethal cases
- services to fill an identified and documented local community gap

SECTION III: APPLICATION GUIDELINES

The following instructions are intended to guide the applicant in completing the 2014-2016 VOCA Competitive Project Grant Application for all eligible programs.

A. GENERAL APPLICATION GUIDELINES

1. **E-Grants Agency and User Registration.** All eligible agencies must first register in the CVSD E-Grants system. Applicants are only required to register one time in the CVSD E-Grant system. Only the "Authorized Official" can create a user account and gain access to the CVSD E-Grants system. Agencies eligible to submit this application must be registered and have started [initiated] an application by **Monday, May 5, 2014**. Please see the [CVSD E-Grants Applicant User Guide on Gaining Access Oregon CVSD E-Grants](#) to walk through the process. The User Guide can be found at the following web address: <http://www.doi.state.or.us/victims/pages/egrants.aspx>.

2. **CVSD E-Grants Organization or Updated Organization and Member Information:** All applicants must register in the CVSD E-Grants system or update the Organization and Member Information in the CVSD E-Grants system by **April 18, 2014**. Eligible applicants are only required to register one time in CVSD E-Grants. There is no need for multiple accounts within the CVSD E-Grants system. **However, organizations registered in CVSD E-Grants must review and update the organization's contact and member profile information including deactivating staff no longer associated with the organization. This process should be completed prior to initiating the application.** Please see *CVSD E-Grant Applicant User Guide, Chapter 5: Keeping Contact Information Current*.

If you are a **new** applicant and currently do not receive CVSD grant funds you must:

- a. Register in the CVSD E-Grants system at www.cvsdegrants.com . Please refer to the *CVSD Grant Applicant User Guide, Chapter 4: Gaining Access to Oregon CVSD E-Grants* to assist you through the registration process. The *Grant Applicant User Guide* can be found at: http://www.doi.state.or.us/victims/pdf/cvsd_egrants_applicant_user_guide.pdf.
Please allow 24 hours to process your registration.

- b. Submit the following information before the CVSD will issue an award. This information will be provided in E-Grants on Form B: Statement of Agency Organization.
 - Most recent Statement of Financial Position (Balance Sheet);
 - Date of most recent submission of IRS Form 990;
 - Articles of Incorporation; and
 - IRS 501(c)(3) Determination Letter.

3. Applications must be submitted electronically through the CVSD E-Grants system. **The application is due on Monday, May 19, 2014 by 11:59 p.m., Pacific Standard Time**. The application will not be accessible after the above mentioned time. CVSD staff will not be available to assist an applicant after 5:00 pm on May 19, 2014. **Once an application is submitted it will become a "read-only" document and cannot be changed.**

Late applications will not be accepted. For information on *Submitting your Application* see the CVSD E-Grants Applicant User Guide.

To submit an application, applicants must change the status of their application to “Application Submitted” when all forms have been completed and all errors are corrected.

4. All required documents for this application can be found in CVSD E-Grants. Additional documents will need to be uploaded within the following forms in CVSD E-Grants:
 - Form B: Organization information for new applicants (Statement of Financial Condition, IRS 501(c)3 Determination Letter)
 - Form E: Current Fiscal Year Budget
 - Form E: Projected Fiscal Year Budget
 - Form G: Position Descriptions for proposed project staff
 - Form I: Memorandum of Understanding (as appropriate)
 - Form I: Subcontract (as appropriate)
 - Form J: Volunteer Position Description
 - Form K: Client Feedback Form
 - Form L: Letter of Authorization or Tribal Resolution
 - Form L: Certificate of Non-supplanting (as appropriate)
 - Form L: Statement of Compliance

Please do not attach any documents that have not been requested unless directed by CVSD.

5. An agency may only submit one (1) 2014-2016 VOCA Competitive Project Grant application. **The exception will be if an agency is part of a collaborative application but is not the lead agency, they could then submit an application for a separate project.**
6. Current CVSD grant recipients must be in compliance with all grant requirements, including all reporting requirements, to be considered for this funding.
7. A “Fiscal Officer” is the person in the organization who is legally responsible for reporting on the financial activities of the organization. This person also makes sure that the fiscal records comply with Generally Accepted Accounting Principles (GAAP), VOCA guidelines and all other requirements as stated by CVSD.
8. CVSD has the right to make or deny an award without talking to the applicant first.
9. By submitting an application, an agency agrees to comply with all CVSD grant agreement requirements. A sample CVSD VOCA Grant Agreement is available on the CVSD website at: <http://www.doi.state.or.us/victims/pages/voca.aspx> and linked to below:
 - Sample Intergovernmental Grant Agreement
 - Sample Non-Profit Grant Agreement
 - Sample Tribal Grant Agreement

B. TECHNICAL ASSISTANCE

1. Technical assistance regarding the CVSD E-Grants system can be obtained by:
 - a. Using the **"Show Help"**. As the applicant navigates and works in the system, selected pages contain a **"Show Help"** button near the top of the screen which provides detailed instructions or additional information specific to the page;
 - b. Using the CVSD E-Grant Applicant User Guide;
 - c. Contacting one of the CVSD Grant staff as listed on page i for assistance with the application contents; and
 - d. Contacting the system Help Desk for system technical assistance, which is available:
Monday – Friday 7am to 5pm, Pacific Standard Time, at 1-866-449-1425 or email: helpdesk@agatesoftware.com.
2. The CVSD staff will respond to questions with respect to RFA clarifications and the VOCA competitive grant process. However, CVSD staff cannot review and edit grant applications before they are submitted.

SECTION IV: APPLICATION CONTENTS

A. KEY THINGS TO REMEMBER WHEN COMPLETING THIS APPLICATION

1. After saving a form, if there are errors, the CVSD E-Grants system will provide error messages at the top of a page directing the applicant to errors on a form.
2. The E-Grants system will not allow an application to be submitted with error messages on any form within the application.
3. Required fields have an asterisk (*), however, applicants are encouraged to complete all other fields as appropriate to the application.
4. Remember to click "**Save**" frequently to save the information you have written. The system will not save information if you go to the next page without saving. **Click on "Save" every time you think of it.**
5. If the system is left idle it will time out in one hour. One keystroke will re-start the one hour "idle" time clock. Should the system time out, any unsaved information will be lost.
6. An applicant may want to consider completing narrative sections in a word processing program and pasting it into the appropriate section. Because the text boxes have limited character counts, using the character counting tool in a word processing program when creating your response may be helpful. Please see the CVSD E-Grants Applicant User Guide: *Application form completion: Copy and Paste* for additional information on this topic.
7. Save time to have someone other than the writer of the grant review the application before it is submitted.

B. PROGRAM/PROJECT INFORMATION: FORMS A-L

The CVSD E-Grants system allows the applicant to check the status of each form and see when the particular form was first created and last modified. When a form is complete, you may click on the button "mark as complete" and the icon next to the form name will show a check mark. This is an internal process only and helps the applicant know when a form is complete. As each form is saved, the system will inform the applicant if there are errors. An applicant will be unable to submit the application until the errors are corrected in the application.

Each applicant is required to complete all forms in this section except Form I. *Form I: Community Collaboration: Memorandum of Understanding and Subcontracting* will need to be completed as applicable. *Form L (Uploads)* is for use in attaching and uploading additional required documents.

C. PROJECT BUDGET: FORMS M-Q

Each applicant is requested to submit a two-year budget. **The average award for the two-year grant cycle is anticipated to be approximately \$120,000.** The required match will be 25% of the federal funds requested. If an applicant applies for \$120,000 for the two-year proposed budget, including the match would be \$150,000. Please identify between years by using the headings *Year 1* and *Year 2* when justifications are being provided.

When determining the amount of funding to request, applicants should carefully consider the estimated total program funding available, the number of grants CVSD expects to award, and the resources needed to successfully implement the proposed project. Applicants are encouraged to present a realistic budget that accurately reflects project costs.

CVSD has the discretion to award grants for greater or lesser amounts than requested and to negotiate the project specific goals, objectives, activities, performance measures, and budget with applicants prior to awarding a grant.

A list of allowable and unallowable costs and activities is provided in Section IX in this RFA with additional information in the most recent version of the VOCA Grant Management Handbook.

Applicants should consider personnel salary and benefit increases when preparing project budget requests for the project award period October 1, 2014 – September 30, 2016.

Form Q is an auto-fill budget summary page. All budget amounts and match will be summarized from Forms M – P and shown on the budget summary page.

D. MISCELLANEOUS

This Section is available should the applicant be directed by a CVSD Fund Coordinator to upload additional documents.

SECTION V: SUBMISSION INFORMATION

VOCA Competitive Project grant applications must be submitted electronically through the CVSD E-Grants system. Applications will only be accepted through the CVSD E-Grants system. For instructions on how to submit your application, please review the "Submitting your Application" section of the CVSD E-Grant *Applicant User Guide*.

THE APPLICATION IS DUE ON:

**MONDAY, MAY 19, 2014
BY 11:59 P.M., PACIFIC STANDARD TIME**

**IT IS IMPORTANT TO NOTE THAT ONCE AN APPLICATION IS
SUBMITTED IT WILL ENTER INTO A "READ-ONLY" STATUS AND
CANNOT BE CHANGED.**

NO LATE APPLICATIONS WILL BE CONSIDERED FOR FUNDING.

SECTION VI: APPLICATION REVIEW, AWARD DECISIONS AND RESERVATION OF RIGHT

A. APPLICATION REVIEW PROCESS

This is a competitive application process. CVSD will conduct an impartial review of the applications received in response to this RFA. The Category Review Teams consists of CVSD Advisory Board members, government and community partners and subject-matter experts that will review, evaluate, and score each application. The final Review Team scores are presented to the CVSD Advisory Committee. The Advisory Committee makes final recommendations to CVSD for funding. CVSD presents the Advisory Committee's final recommendations to the Oregon Attorney General for final approval.

The CVSD Staff and Category Review Teams will review, evaluate and score applications on the completeness, quality, and applicability of their content in the following steps:

Step 1: Evaluation of Minimum Qualifications (Pass/Fail)

Step 2: Evaluation of Application by Category Review Teams (Scored)

Step 3: Ranking of Applications in each VOCA priority category

Step 4: Recommendations

Step 5: Selection and Notification

Step 1: Evaluation of Minimum Qualifications

Project Grant Applications will be internally reviewed by CVSD staff for Minimum Qualifications (MQ), on a pass/fail basis, to determine if each Application meets the Minimum Application Qualifications. All forms A-Q are required to be completed (Exceptions are Forms D and I which will be completed as appropriate).

Applicant's failure to comply with the instructions or to submit a complete application may result in the application being deemed non-responsive. Only those applications determined to be responsive to the Minimum Qualifications shall be considered for further review and scored by the Review Teams as detailed in step two.

Step 2: Evaluation of Applications

a. *Standard Points:* Up to one hundred (100) standard points will be awarded to each application based on the Scoring Table provided in Section VI.B.

The Category Review Teams will score all applications according to how well the applicant responded to each of the questions in Forms G, H and M-Q. Reviewers will also evaluate if the applicant presents a realistic budget that accurately reflects project costs and if the budget credibly represents the resources needed to successfully implement the proposed project.

The Category Review Team members will first assign standard points. Standard points assigned by each reviewer shall be added together and divided by the total number of Review Team members

to compute an average score for the application. ***The application must receive a minimum average score of 70 to be considered for funding.***

b. Bonus Points: Ten (10) bonus points will be awarded to applications submitted by applicant's meeting the frontier rural definition described below.

Oregon is a state of great economic and geographic diversity. While that diversity brings us strength, it also challenges us to meet the needs of all communities, both urban and rural. As stated in Executive Order No. 07-02, "Rural Oregon communities are in need: unemployment in those communities is often many percentage points higher than the state average; Rural Oregon communities have significant threshold issues to overcome to compete with urban communities for economic and community development resources; the lack of an industrial base in most rural communities makes funding for education, health care, economic development and other social services more difficult to attain; and finally, Rural Oregon communities often lack administrative mechanisms and infrastructure to share information and to collectively construct solutions to its problems." Executive Order No. 07-02 defines four rural geographic distinctions: frontier rural, isolated rural, rural, and urban rural.

The National Center for Frontier Communities, <http://frontierus.org/aboutus.php>, the only national organization dedicated to the smallest and most geographically isolated communities in the United States, espouses that "the unique characteristics of frontier communities require special consideration in both policy and market-driven investments to guarantee access to key services and a healthy future for the frontier."

There is no single, universally preferred definition of rural, nor is there a single rural definition that can serve all purposes. Many definitions have been developed by different agencies, U.S. Census Bureau, U.S. Department of Agriculture, U.S. Office of Management and Budget, to name a few. All have strong and weak points and all are used interchangeably for various purposes by government agencies depending on which one best fits their programmatic goals.

CVSD recognizes that the majority of counties in Oregon include rural areas, however, for the purpose of awarding VOCA funds, CVSD has selected to use a narrow frontier county-based definition promulgated by the National Center for Frontier Communities. Counties are designated as frontier based on total population, total land and water area, and population density. In Oregon, there are ten (10) counties that meet this narrow definition:

- Baker
- Gilliam
- Grant
- Harney
- Lake
- Malheur
- Morrow
- Sherman
- Wallowa
- Wheeler

CVSD believes that awarding bonus points to frontier counties is an effective method for addressing the threshold and funding issues cited in Executive Order No. 07-02, the special considerations espoused by the National Center for Frontier Communities, as well as the OVW requirement to equitably distribute grants and grant funds within the state and between urban and rural area.

Applicants qualifying for bonus points have to pass the Minimum Qualifications as described in Section VI Step 1 and receive a minimum of seventy (70) standard points as described in Section VI. Step 2.a. in order to qualify for bonus points.

Step 3: Ranking of Applications

The Category Review Teams will use the standard points awarded to each application to rank each application. After ranking applications based on standard points, bonus points will be awarded based on the definition described in Section VI. Step 2.b., the result will be a ranking of the application by each Category Review Team.

CVSD may provide the Category Review Team members with information about applicant performance and compliance issues on prior or current CVSD grants. This information may also be considered in the selection process.

Step 4: Recommendations

The Category Review Team will present final scores and ranking to the CVSD Advisory Committee. The CVSD Advisory Committee will make award recommendations to CVSD. CVSD will forward award recommendations to the Oregon Attorney General, or her designee, for final award decisions.

Step 5: Selection and Notification

CVSD shall notify every Applicant of their selection status by email, telephone and/or postal mail by the end of August 2014.

B. APPLICATION SCORING

The application must receive a minimum average score of seventy (70) of the possible one hundred (100) Standard Points to be considered for funding. The Review Team will assign points to its evaluation of each application as follows:

Standard Points	Point Basis
General	<p>General Considerations:</p> <ul style="list-style-type: none"> • Is easy to read and understand. • Gives a clear picture of the overall project. • Sufficiently details the proposed project activities. • Completes each section of the application. • Proposes a cohesive project.
	<p>Project Narrative (Total Points for this Section is 60)</p> <ul style="list-style-type: none"> • Gives objective, factual information and • Avoids giving subjective information and generalizations.
20	<p>Project Narrative: Need Statement</p> <ul style="list-style-type: none"> • Sufficiently describes why this project is needed and how it will address the service gap or community needs; • Identifies gaps identified in RFA or locally documented • Identifies target population including underserved, marginalized populations and/or Tribal Nations to be served; • Describes who will receive the services; and • Provides information to support the reasons behind the project.
20	<p>Project Narrative: What will be Done</p> <ul style="list-style-type: none"> • Has activities planned that respond directly to the need in the target population; • Describes the services offered to clients; • Describes how applicant will provide the services, including any start-up activities; • Demonstrates community partnerships or collaborations necessary to implement the proposed project (as appropriate); • Describes the collaboration with each partner in the development of the proposed project (as appropriate); and • Benefit to identified population is convincing.
20	<p>Project Narrative: Who will Implement</p> <ul style="list-style-type: none"> • Has activities planned that respond directly to the needs of the target population; • Demonstrates experience and expertise providing services to victims of crime and the target population. • Demonstrates effective overall management systems; • Describes the applicant and collaborative/MOU partner organizations has the expertise to provide the services to the proposed target population; • Demonstrates key funded staff have the expertise to implement the proposed project; • Demonstrates the staff, consultants and community partners are reflective of the

	<p>communities to be served; and</p> <ul style="list-style-type: none"> • Provide a job description that clearly outlines the work of VOCA supported project staff in the proposed project.
25	<p><i>Project Specific Goals, Objectives, Activities and Performance Measures</i></p> <ul style="list-style-type: none"> • Provides goal(s) and objectives consistent with the project description, need statement area the applicant has selected; • The proposed activities address the problem or need and linked to the objectives; • Outputs and outcomes measure the proposed project activities; and • Directly connects the outcome to the objectives.
15	<p><i>Project Budget and Budget Summary</i></p> <ul style="list-style-type: none"> • Provides a budget that is directly related to the proposed project; • Shows how the budget supports the proposed project activities; • FTE of the staff position(s) to be funded matches the project description and staff roster; • Presents a reasonable and accurate budget; • Includes budget items that are allowable according to VOCA guidelines; and • Clearly explains the proposed budget expenditures.
Bonus Points	Point Basis
10	<i>Delivering services in one or more frontier counties: Baker, Gilliam, Grant, Harney, Lake, Malheur, Morrow, Sherman, Wallowa, Wheeler</i>

C. RESERVATION OF RIGHTS

CVSD reserves the right to:

- 1) Seek clarifications of each application, and/or to award a grant contract without further discussion of the proposals submitted;
- 2) Reject any and all applications received by reason of this request, or to negotiate separately in any manner necessary to serve the best interest of the public;
- 3) Determine, with sole discretion, whether a proposal does or does not substantially comply with the requirements of this Application; and
- 4) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Application.

SECTION VII: REVIEW OF AWARD DECISIONS

A. INFORMAL REVIEW

Applicants may request informal feedback and technical assistance regarding their grant application any time after receiving notification of the award decision. Contact a VOCA Fund Coordinator for additional information regarding this process.

B. FORMAL REVIEW

- 1) An applicant has a right to a review of the award decision with regard to its application.
- 2) Each applicant will be informed of this review procedure at the time a decision is made regarding its application.
- 3) No applicant will be subject to reprisal for seeking a review of an award decision.
- 4) An applicant may request a review by making a written request to a VOCA Fund Coordinator within 30 days after receiving notification of the award decision.
- 5) When the CVSD is notified that an applicant has requested a review, a meeting will be scheduled for the applicant to meet with a CVSD Fund Coordinator and up to 5 members of the Advisory Committee. Every effort will be made to have this meeting occur within 30 days of the receipt of the request. The Fund Coordinator will notify applicant of the result of the meeting within 5 days after the meeting has been held.
- 6) If the matter is not resolved through the above-described procedure, the applicant can request a review of the issue by the Attorney General or her designee. The applicant should make a written request for such a review to the Director of the CVSD within 30 days following notification of the results of the meeting described in the preceding paragraph.
- 7) The decision of the Attorney General or her designee is final.

SECTION VIII: TRAINING REQUIREMENTS FOR STAFF, VOLUNTEERS, INTERNS

Recipients of VOCA Competitive grant funds will provide training to all VOCA funded staff, volunteers/interns and board members/governing body/designated leaders as noted below:

DV/SA AND TRIBAL DIRECT SERVICE STAFF

DV/SA VOCA funded staff, interns and volunteers who provide direct services must successfully complete the required minimum 40 hour training prior to having unsupervised contact with survivors/victims. The DHS training requirements apply to all VOCA recipients. Detailed training content topics can be found here:

http://www.doj.state.or.us/victims/pdf/dvsa_training_requirements.pdf.

Note: Training requirements for DV/SA and Tribal Board members/governing body/designated leaders in the CVSD Joint Application fulfills this VOCA requirement.

Programs may waive parts of the training for new staff/volunteers who have completed training through other domestic violence and/or sexual assault programs or volunteer trainings if the program:

- contacts the original agency to verify training; and/or
- documents that it meets the training requirements.

If the prospective staff/volunteer has not volunteered or been employed within the last 2 years, they must go through the training.

CITY/COUNTY GOVERNMENT BASED, CHILD ABUSE INTERVENTION CENTERS AND SPECIAL POPULATION ORGANIZATIONS DIRECT SERVICE STAFF

VOCA funded staff providing direct services in **City/County Government Based, Child Abuse Intervention Centers and Special Population organizations** will successfully complete the State Victim Assistance Academy (SVAA) during the first year of the VOCA Competitive grant cycle. All staff not providing direct service should minimally be informed on the basics of providing services to victims of crime.

Proposed VOCA funded staff who have already attended SVAA have already met this requirement. Applicants are encouraged to include projected costs of sending proposed VOCA funded staff to the appropriate training in their VOCA budget. Registration costs for past SVAA trainings have been approximately \$450.00. When building the VOCA grant budget for this application, you may also include any associated allowable travel and training costs.

Additional information for the SVAA training can be found on the Crime Victims Assistance Network (CVAN) website: www.oregonvictims.org.

Volunteers and Interns supporting the VOCA Competitive Grant, and are providing direct client services, are required to successfully complete a minimum of 40-hours of training. The volunteer/intern supervisor should develop a training plan and time line based upon the needs of the program and volunteers. This requirement can be met by volunteers and interns completing the online Office for Victims of Crime (OVC), Victim Assistance Training (VAT). If other training options are utilized, such as formal agency presentations, college classes, or job shadowing, the training plan should be inclusive of the topics covered in the OVC VAT. The OVC VAT information can be accessed at: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm.

It is the responsibility of the volunteer/intern supervisor to document the training. CVSD Fund Coordinators will verify this information at the time of an in-person site visit. Volunteers and interns not providing direct service should minimally be informed on fundamental victimology and basic skills of providing services to victims of crime.

ADDITIONAL RECOMMENDED STAFF TRAINING

Crime Victim Compensation Training: Directors/Coordinators and Staff who have not participated in a Crime Victim Compensation Training or have not received training in **over four years** are strongly encouraged to participate in one of the quarterly trainings held in Salem at the CVSD Office. Additional information including upcoming training dates can be found on the CVSD website at: <http://www.doj.state.or.us/victims/pages/training.aspx>.

BOARD MEMBERS

All **Board members/governing body/designated leaders** will attend an orientation that provides the information they need on their role in the organization. Minimally, this may include: organization overview, orientation of the Board manual, roles and responsibilities of the board, overview of Board structure, overview of board operations, review of strategic plan, and administrative activities.

Board members/governing body/designated leaders shall also attend training in at least one of the VOCA priority categories (Domestic Violence, Sexual Assault, Underserved, Child Abuse or General Victim Services) dependent upon services provided by the agency (if they do not already have expertise). Ongoing training of the board/governing body/designated leaders in the areas of service provided by your agency is strongly encouraged. Training can be presented over several months, through annual meetings, self-study with debriefing, etc. and **must be documented**. CVSD Fund Coordinators will request to view the documentation of training at the time of their in-person visit to the program.

SECTION IX: ALLOWABLE AND UNALLOWABLE COSTS AND SERVICES

A. ALLOWABLE COSTS AND SERVICES

1. Allowable Costs for Direct Services: The following is a listing of services, activities, and costs that are eligible for support with VOCA victim assistance grant funds:

a. Immediate Health and Safety: Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as crisis intervention; accompaniment to hospitals for medical examinations; hotline counseling; emergency food, clothing, transportation, and shelter (including emergency, short-term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

b. Mental Health Assistance: Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

c. Assistance with Participation in Criminal Justice Proceedings: In addition to the cost of emergency legal services noted above in Section a, "Immediate Health and Safety," there are other costs associated with helping victims participate in the criminal justice system that also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims may also be funded. VOCA funds cannot be used to pay for non-emergency legal representation such as for divorces or civil restitution recovery efforts.

d. Forensic Examinations: For sexual assault victims, forensic exams are allowable costs only to the extent that other funding sources (such as state compensation or private insurance or public benefits) are unavailable or insufficient and, such exams conform to state evidentiary collection requirements. State administrators must establish procedures to monitor the use of VOCA victim assistance funds to pay for forensic examinations in sexual assault cases.

e. Costs Necessary and Essential to Providing Direct Services: This includes pro-rated costs of rent, telephone service, transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate in the criminal justice system, and local travel expenses for service providers.

f. Special Services: Services to assist crime victims with managing practical problems created by the victimization such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and helping to apply for public assistance.

g. Personnel Costs: Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

h. Restorative Justice: Please see the 1997 Federal VOCA Guidelines at: www.ojp.usdoj.gov/ovc/voca/vaguide.htm for further detailed criteria.

2. Other Allowable Costs and Services:

The services, activities, and costs listed below are not generally considered direct crime victim services, but are often a necessary and essential activity to ensure that quality direct services are provided. Before these costs can be supported with VOCA funds, the state administrator and grantee must agree that direct services to crime victims cannot be offered without support for these expenses; that the grantee has no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes. The following list provides examples of such items:

a. Skills Training for Staff: VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis. VOCA funds can be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization, but VOCA funds cannot be used for management and administrative training for executive directors, board members, and other individuals that do not provide direct services.

b. Training Materials: VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the VOCA-funded organization, and can support the costs of a trainer for in-service staff development. Staff from other organizations can attend in-service training activities that are held for the grantee's staff.

c. Training Related Travel: VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographic area. This limitation encourages state administrators and grantees to first look for available training within their immediate geographical area, to minimize travel costs.

d. Equipment and Furniture: Please see the 1997 Federal VOCA Guidelines at: www.ojp.usdoj.gov/ovc/voca/vaguide.htm for further detailed criteria, as this cost is carefully reviewed and rarely funded.

e. Purchasing or Leasing Vehicles: Please see the 1997 Federal VOCA Guidelines at: www.ojp.usdoj.gov/ovc/voca/vaguide.htm for further detailed criteria, as this cost is carefully reviewed and rarely funded.

f. Advanced Technologies: Please see the 1997 Federal VOCA Guidelines at: www.ojp.usdoj.gov/ovc/voca/vaguide.htm for further detailed criteria, as this cost is carefully reviewed and rarely funded.

g. Contracts for Professional Services: VOCA funds generally should not be used to support contract services. At times, however, it may be necessary for VOCA grantees to use a portion of the VOCA grant to contract for specialized services. Examples of these services include assistance in filing restraining orders or establishing emergency custody/visitation rights (the provider must have a demonstrated history of advocacy on behalf of domestic violence victims); forensic examinations on a sexual assault victim to the extent that other funding sources are unavailable or insufficient; emergency psychological or psychiatric services; or sign and/or interpretation for the deaf or for crime victims whose primary language is not English. Grantees are prohibited from using a majority of VOCA funds for contracted services, which contain administrative, overhead, and other indirect costs included in the hourly or daily rate.

h. Operating Costs: Examples of allowable operating costs include supplies; equipment use fees, when supported by usage logs; printing, photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, statistics and administrative time to maintain crime victims' records for the VOCA project.

i. Supervision of Direct Service Providers: State grantees may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential

to providing direct services to crime victims. For example, a state administrator may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

j. Repair and/or Replacement of Essential Items: VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Please see the 1997 Federal VOCA Guidelines at: www.ojp.usdoj.gov/ovc/voca/vaguide.htm for further detailed criteria, as this cost is carefully reviewed and rarely funded.

k. Public Presentations: VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums, and that are designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

B. UNALLOWABLE COSTS AND ACTIVITIES

The following services, activities, and costs, although not exhaustive, cannot be supported with VOCA victim assistance grant funds:

a. Lobbying and Administrative Advocacy: VOCA funds cannot support victim legislation or administrative reform, whether conducted directly or indirectly.

b. Perpetrator Rehabilitation and Counseling: Grantees cannot knowingly use VOCA funds to offer rehabilitative services to offenders. Likewise, VOCA funds cannot support services to incarcerated individuals, even when the service pertains to the victimization of that individual.

c. Needs Assessments, Surveys, Evaluations, and Studies: VOCA program funds may not be used to pay for efforts conducted by individuals, organizations, task forces, or special commissions to study and/or research particular crime victim issues.

d. Prosecution Activities: VOCA funds cannot be used to pay for activities that are directed at prosecuting an offender and/or improving the criminal justice system's effectiveness and efficiency, such as witness notification and management activities and expert testimony at a trial. In addition, victim witness protection costs and subsequent lodging and meal expenses are considered part of the criminal justice agency's responsibility and cannot be supported with VOCA funds.

e. Fundraising activities.

f. Indirect Organizational Costs: The costs of liability insurance on buildings; capital improvements; security guards and body guards; property losses and expenses; real estate purchases; mortgage payments; and construction may not be supported with VOCA funds.

g. Property Loss: Reimbursing crime victims for expenses incurred as a result of a crime such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills is not allowed.

h. Most Medical Costs: VOCA funds cannot pay for nursing home care (emergency short-term nursing home shelter is allowable), home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment. VOCA victim assistance grant funds cannot support medical costs resulting from victimization, except for forensic medical examinations for sexual assault victims.

i. Relocation Expenses: VOCA funds cannot support relocation expenses for crime victims such as moving expenses, security deposits on housing, ongoing rent, and mortgage payments. However, VOCA funds may be used to support staff time in locating resources to assist victims with these expenses.

j. Administrative Staff Expenses: Salaries, fees, and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims.

k. Development of Protocols, Interagency Agreements, and Other Working Agreements: These activities benefit crime victims, but they are considered examples of the types of activities that grantees undertake as part of their role as a victim services organization, which in turn qualifies them as an eligible VOCA grantee.

l. Costs of Sending Individual Crime Victims to Conferences.

m. Crime Prevention Activities.

n. Most Food and Refreshments.

SECTION X: MONITORING, REPORTING & FINANCIAL REQUIREMENTS

A. GRANT MONITORING

CVSD will monitor each grantee receiving VOCA funding. The objective of monitoring is to assure that the grantee is: a) providing services as described in this RFA; b) spending grant funds as agreed; c) working towards funding objectives; and d) following appropriate fiscal procedures. Monitoring includes telephone and on-site visits intended to provide technical assistance and support program development. During desk reviews and on-site visits, CVSD staff will review all financial records and other supporting documentation for costs and expenditures related to CVSD administered grants.

B. AWARD CONDITIONS

1. CONDITIONAL AWARDS

a. **Timely Completion of Grant Award Documents:** All grant awards are made conditional upon the timely completion of grant award documents. Funds are not considered obligated and will not be transferred until all required grant award documents have been signed by an applicant and by the CVSD designee. If grant award documents are not completed by an applicant within three months of the notice to the applicant of the intended award, CVSD may withdraw the award and has the authority to reallocate the funds that were conditionally awarded to the applicant.

- **Other Conditions:** In addition, an award may be made conditionally if the grantee has a history of tardiness in reporting on any previous grant award; has fewer than two full years of operational history in providing services to victims of crime; has not fully demonstrated the ability to successfully manage any previous CVSD awards; has not demonstrated stability² as required by this RFA; or when other circumstances exist that require a further showing of applicant's ability to successfully manage an award.

If one or more of these conditions exist, the applicant will be notified if a conditional award has been approved, and the notice shall specify the conditions to be satisfied by the applicant and the date by which the conditions must be satisfied. Applicants who do not satisfy conditions of funding by the date specified shall be notified in writing that the conditions have not been satisfied and the conditional award has been withdrawn. In some cases no funds will have been advanced before the conditional award has been withdrawn. When funds have been advanced and a conditional award is withdrawn, any unexpended dollars

² Definition of Program Stability for CVSD VOCA Grantees

A demonstration of program stability for CVSD funded applicants must include:

- a. An applicant's history of providing cost-effective direct services to victims of crime;
- b. A clear indication of support for applicant's services from one or more community agencies or organizations familiar with the needs of victims to be served, as well as the caliber of services provided by the applicant; and
- c. Financial support of at least 10% from at least one revenue source other than VOCA.

If an applicant cannot demonstrate stability as required and described in this section, in order to be eligible for a VOCA award, the applicant must demonstrate that at least 25% of its financial support comes from sources other than the fund for which the application has been made.

already distributed to the applicant are to be returned to the administering agency and any contractual obligations undertaken by the administering agency to the applicant are thereupon terminated.

2. ADDITIONAL GRANT AGREEMENT CONDITIONS

All grant agreements issued by CVSD include conditions that must be satisfied by both parties to the agreement. In addition, CVSD may include additional conditions when circumstances exist that require a further showing of applicant's ability to successfully manage an award. Examples of such additional conditions include, but are not limited to a requirement of more frequent reporting to assure timeliness and accuracy, or additional reports to document that grantee is successfully addressing an area of concern. When additional conditions are included in a grant agreement, grantee's failure to satisfy those conditions shall be governed by the default and termination provisions included in the agreement.

C. REPORTING REQUIREMENTS

In addition to the conditions specified in the preceding section ("Award Conditions") and as a condition of receiving a VOCA grant, recipients must adhere to the financial guidelines set forth in the fund specific CVSD Grant Agreement.

All CVSD grant agreements provide that grantees who fail to meet any of the reporting requirements included in this section (financial, narrative and/or statistical) shall be considered to be in default under the agreement. In such a case, CVSD has the right to end the grant. CVSD may also reduce the award proportionately to the period for which reports were not submitted in a timely manner. Please see Section 6 ("Termination and Default") of the CVSD Grant Agreement for additional information.

Reporting for this application will be done completely through the CVSD E-Grants system either in a Financial Report or a Progress Report. See the reporting schedule at the end of this section. Details and training on reporting within the CVSD E-Grants system will be provided by CVSD staff.

1. Financial Reporting

CVSD operates funding for the VOCA Grant Program on a reimbursement basis, meaning that grant funds are paid to grantee agencies after expenditures have been incurred. Payments to grantees are made when CVSD receives a Quarterly Financial Report (QFR) form, as described in the sample CVSD Grant Agreement for VOCA. The QFRs that are due by April 30th and October 31st must be accompanied by the required semi-annual statistic and narrative reports. CVSD Common Outcome Measures Quarterly Reports must also be submitted in order for payment to be made.

2. Narrative Reporting Requirements

Federal regulations require that each grantee must submit a semi-annual narrative summary on grant funded activities. Semi-annual narrative reports are not a substitute for other specifically required report information (i.e., reporting staff turnover, approval of specific expenditures, etc.).

3. Statistical Reporting Requirements

Federal policy along with the CVSD VOCA Grant Agreement requires that VOCA grantees report statistical data on a semi-annual basis.

All statistical data must be as accurate as possible. Therefore, grantees must be able to distinguish between new and ongoing clients, on at least a monthly basis, to make collection for the correct reporting period easier. It is essential that the proper data be collected and reported; such data will be used to comply with both state and federal requirements.

Grantees must carefully consider who their VOCA grant clients are in order to accurately collect and report relevant data. In general, clients are “identifiable individuals who receive direct services by the staff resources reflected in the VOCA grant budget.” The following should be taken into account when determining how to collect VOCA statistics:

- Contacting the public individually, in groups, in person or otherwise, with information about the availability of services may be an important outreach activity, but does not constitute the actual provision of direct services; persons so contacted are not clients unless they actually receive the direct services offered through the VOCA grant; and
- Clients must be individually identifiable in order to ensure that data is unduplicated and to collect the necessary civil rights compliance information. The only exception is “Number of Phone Contacts.”

See the most recent version of the VOCA Grant Management Handbook for additional information on statistics and narrative reporting.

4. Reporting on CVSD Common Outcome Measures

All VOCA grant recipients are required to collect feedback on services provided using prescribed common outcome measures listed below. The client feedback will not be tied to the specific, VOCA funded project, but rather to all victim services provided by the program. Programs are asked to collect client feedback from at least 10% of appropriate clients with the goal of a 90% positive response. Grantees are only obligated to survey appropriate clients, and should specify which clients will be surveyed via an internal, agency policy. For example, no clients in crisis would be appropriate, whereas clients receiving follow-up services may be more appropriate. Programs may use Client Feedback Forms already in use in their agency. However, all programs are required to include the following measure that will be common across all VOCA funded programs:

“The program provided me with services that helped me make informed choices about my situation.”

In addition, programs must ask the following appropriate two discipline specific measures:

For programs serving primarily **victims of domestic violence and sexual assault**:

1. After working with this agency, I have some new ideas about how to stay safe.

2. After working with this agency, I know more about resources that may be available, including how to access them.

Grant recipients are required to report client responses collected by one of three types of services provided: 1) clients receiving shelter services; 2) clients receiving support group services; and 3) clients receiving non-shelter based advocacy and other services. Agencies **do not** have to collect evaluations from all three groups.

For programs serving **all types of victims of crime** (including Prosecutor Based Victim Assistance Programs):

1. As a result of the information I received from the Victim Assistance Program, I better understand my rights as a victim of crime.
2. The information given to me by the Victim Assistance Program helped me better understand the criminal justice system process as it relates to my case.

For programs serving primarily **victims of child abuse**:

1. The program staff treated my family with sensitivity and respect.
2. The program staff was supportive in helping me to access recommended treatment services for my child and family.

All reports will be submitted electronically through the CVSD E-Grants system according to the following schedule:

Reporting Period	Quarterly Financial & Outcome Measure Progress Reports Due	Semi Annual Statistics & Narrative Progress Reports Due
October 1 – December 31	January 31	NA
January 1 – March 31	April 30	April 30
April 1 – June 30	July 20	NA
July 1 – September 30	October 31	October 31

5. Maintain Civil Rights Information

Upon award, each grantee is required to maintain statutorily required civil rights statistics on victims' services by race, national origin, sex, age, and disability. This requirement is waived when the grant recipient is providing a service such as crisis line where soliciting the information may be inappropriate or offensive to the crime victim. Civil rights statistics must be kept on file along with other VOCA grant documentation and must correspond with each grant period. The information will be reviewed during onsite visits or at the request of the Federal Administrator of VOCA Funds of the Office for Victims of Crime.

D. PAYMENT OF AWARDS

VOCA grant award payments are made on a reimbursement basis, meaning that grant funds are paid to grantee agencies after expenditures have been made. Payments to grantees are made when CVSD receives a Quarterly Financial Report form and all required accompanying reports.

Sample language as to the payment of VOCA awards and the conditions precedent to payment are included in the sample CVSD VOCA Grant Agreement which can be viewed on the CVSD website.

As stated in the sample Grant Agreement, all payments are contingent upon funds being appropriated and available for distribution.



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

May 8, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 5 to a Professional Services Contract with Corizon Health, Inc.

Purpose/Outcome	Amendment No. 5 to the contract with Corizon Health, Inc. will add the provision of mental health services to individuals in the physical custody of the Clackamas County Jail.
Dollar Amount and Fiscal Impact	For the period May 1, 2014 through June 30, 2014, the Clackamas County Sheriff's Office shall pay Corizon Health, Inc. \$248,753.64 per month. This charge is inclusive of the provision of mental health services. It is an increase of \$18,225.67 per month to the previous contract.
Funding Source	The source of funding for this contract is the County General Fund contribution to the Sheriff's Office and the Sheriff's Public Safety Levy.
Safety Impact	Corizon Health, Inc. will provide mental health evaluations and create treatment plans. Corizon's staff members are trained in the areas of identification and treatment of inmates who are at risk for suicidal and/or homicidal acts.
Duration	This amendment is effective May 1, 2014 and remains in effect for the duration of the fiscal year.
Previous Board Action/Review	None.
Contact Person	Kevin Layng, Chief Deputy – Office (503) 722-6774
Contract No.	Corizon Health Inc., #43621

BACKGROUND:

The Sheriff's Office contracts with Corizon Health, Inc. to provide the delivery of comprehensive medical, dental and pharmaceutical services to individuals under the physical custody of Clackamas County Jail. Under this amendment, Corizon Health, Inc. is also responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of inmates with mental health conditions.

County Counsel has approved this amendment.

RECOMMENDATION:

Staff recommends the Board approve this amendment and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Kevin Layng
Kevin Layng, Chief Deputy

**FIFTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT
BETWEEN CLACKAMAS COUNTY, OREGON AND CORIZON HEALTH, INC.**

THIS FIFTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT (hereinafter the "Amendment"), is made and entered into this _____ day of _____ 2014, by and between Corizon Health, Inc., (hereinafter "Corizon") and Clackamas County, Oregon, acting by and through its Board of County Commissioners (hereinafter "County"). The County and Corizon shall be referred to collectively as the "Parties."

WHEREAS, Parties entered into a Health Services Agreement on June 23, 2011 (hereinafter the "Agreement"), by which Corizon assumed the responsibilities for the provision of certain health care services to be delivered to individuals in the custody and control of the County; and

WHEREAS, Parties have previously amended the Agreement from time to time including most recently the Fourth Amendment dated August 6, 2013; and

WHEREAS, Parties desire to amend the Agreement again to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. This Amendment shall be effective as of May 1, 2014.
2. Parties hereby replace Section 1.1 of the Agreement with the following:
 - 1.1 General Engagement. The Client hereby contracts with Corizon to provide for the delivery of comprehensive Medical/Dental/Pharmaceutical/Mental Health Service to individuals under the physical custody and control of the Client at the Facility, and Corizon enters into this Agreement according to the terms and provisions hereof.
3. Parties hereby replace Section 1.3 of the Agreement with the following:
 - 1.3 Mental Health. Corizon shall be responsible to provide inmates with necessary mental health services.
4. Parties hereby replace Section h of Exhibit A to the Agreement with the following:
 - h) Off-Hours Mental Health Services
Corizon will perform mental health evaluations and create treatment plans or transfers when appropriate.

Corizon is responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of inmates with mental health conditions.

When isolated for psychiatric purposes, inmates shall be assessed by a health care provider after being placed in that status.

Confinement of inmates based on risk of physical danger to self or others will be limited to circumstances where such confinement is supported by a mental health evaluation.

All inmates who are segregated from the general population for psychiatric reasons must be seen by qualified health personnel a minimum of three (3) times per week.

Qualified Corizon staff will be responsible to recommend when an inmate should be sent or returned to general population, with documentation in the medical record regarding these decisions.

All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination by qualified Corizon staff.

Corizon will be responsible to train their staff on the identification and treatment of inmates who are at risk for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the on-site treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

- i) Parties hereby acknowledge and agree that Clackamas County Mental Health (CCMH) is no longer responsible for the provision of mental health services to be delivered to individuals in the custody and control of the County. Accordingly, all references to CCMH are hereby removed from the Agreement.
- j) The staffing plan set forth in Exhibit B, as amended, of the Agreement is replaced with the staffing plan in Exhibit A, attached hereto and incorporated by reference. Specifically, eighty (80) hours (2 FTE) of Qualified Mental Health Professional (QMHP) services, denoted with bold font and an asterisk in Exhibit A, are added to the staffing matrix.
- k) Parties hereby acknowledge and agree that should the mental health staffing described herein be determined to not meet or exceed the relevant standards promulgated and developed by National Commission on Correctional Health Care, such shall not be deemed a breach of Corizon's obligations pursuant to Section 3.1 of the Agreement, but rather, Parties shall regard the noncompliant staffing as a reason beyond Corizon's control as defined in the aforementioned section.

- l) Notwithstanding anything contained herein to the contrary, Parties hereby acknowledge and agree that the County shall be solely responsible, financially and otherwise, for the provision of a part-time discharge planner.
- m) The monthly cost to the County for the provision of the mental health services described herein is \$18,225.67. Notwithstanding the foregoing, additional staff billing and payment terms are subject to actual hire and placement of the new positions at the County facility.
- n) For the period May 1, 2014 through June 30, 2014, the County shall pay Corizon \$248,753.64 per month, inclusive of compensation for the mental health services described herein. The annual base compensation for Contract Year 2013 (July 1, 2013 through June 30, 2014), as defined in the Third Amendment, is increased to \$2,799,451.06.
- o) In all other respects, the terms and conditions of the Agreement, as amended, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment (Fifth Amendment) in their official capacity and with legal authority to do so.

CORIZON HEALTH, INC.

By: Woodrow A. McJannet
 Title: CEO
 Date: 4/10/14

APPROVED AS TO FORM
 by LEGAL DEPT.
[Signature]

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
 Title: _____
 Date: _____

Approved as to form: ✓
Kim Ybarra
 Kim Ybarra, County Counsel
April 17, 2014
 Date

Sheriff or His Designee
 By: Kevin Layne
 KEVIN LAYNE
 Title: CHIEF DEPUTY
 Date: 4/28/14



Staffing for Clackamas County, Oregon

Effective May 1, 2014

Exhibit A

ADP 500

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	FTE
DAY SHIFT										
Health Service Administrator	8	8	8	8	8				40	1.00
Administrative Assistant/Medical Records Clerk	8	8	8	8	8				40	1.00
Charge Nurse (DON)	8	8	8	8	8				40	1.00
RN	10	10			10	10			40	1.00
RN		10	10	10			10		40	1.00
RN	10		10	10	10				40	1.00
LPN						10	10		20	0.50
Nurse Practitioner	8	8	8	8	8				40	1.00
Medical Director			4		4				8	0.20
Dentist	2				2				4	0.10
Psychiatrist				8	4				12	0.30
Dental Assistant	2				2				4	0.10
Qualified Mental Health Prof*	8	8	8	8	8				40	1.00
Qualified Mental Health Prof*	8	8	8	8	8				40	1.00
RN (Work Release Center)	6			6					12	0.30
TOTAL HOURS/FTE-Day									420	10.50
EVENING SHIFT										
Medical Records Clerk			8	8	8	8	8		40	1.00
RN		10	10		10	10			40	1.00
RN			10	10	10		10		40	1.00
RN	10	10		10			10		40	1.00
LPN	10						10		20	0.50
									0	0.00
TOTAL HOURS/FTE-Evening									180	4.50
NIGHT SHIFT										
Medical Records Clerk	8	8	8	8	8				40	1.00
RN	10				10	10	10		40	1.00
RN	10	10	10	10					40	1.00
Certified Medical Asst/Med Aid		8	8	8	8	8	8		48	1.20
TOTAL HOURS/FTE-Night									168	4.20
TOTAL HOURS/FTE per week									768	19.20
TOTAL ALL FACILITIES									768	19.20



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

May 8, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Annual Operating Plan & Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest

Purpose/Outcome	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
Dollar Amount and Fiscal Impact	The total calendar year 2014 operating plan is \$69,659.28. Law enforcement activities will be billed hourly.
Funding Source	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
Duration	Effective upon signature and terminates on December 31, 2014.
Previous Board Action/Review	None.
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	FS Agreement No. 12-LE-11060600-009

BACKGROUND:

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned, including one on National Forest System lands within the Zigzag Ranger District, and one within the Clackamas River Ranger District. Patrols will include campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision.

County Counsel has approved this Agreement.

RECOMMENDATION:

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,



Matt Ellington, Undersheriff



EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
CLACKAMAS COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

2014 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on May 30, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2014, through December 31, 2014.

Previous Year Carry-over: 3,724.28
Fiscal Year Obligation: \$65,935.00
FY 2014 Total Annual Operating Plan: \$69,659.28

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities:

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Shane Strangfield, Lieutenant Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5000 FAX: 503-785-5028 Email: shanestr@co.clackamas.or.us	Name: Nancy Artmann Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: nartmann@co.clackamas.or.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$97.51 per hour and overtime rate of \$103.70.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 26, 2014, July 4, 2014 and September 1, 2014. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.



1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Zigzag Ranger District:

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.
Timothy Lake, and all lands and roads adjacent to Timothy Lake.
Trillium Lake, and all lands and roads adjacent to Trillium Lake.
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

Clackamas River Ranger District:

Dispersed recreation areas east of Promontory Park on Hwy. 224
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$69,659.28

III. TRAINING:

See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.



- B.** The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

V. SPECIAL ENFORCEMENT SITUATIONS:

- A.** Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B.** Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

- 1. Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

- 2. Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
- 3. Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.



This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

C. Billing Documentation:

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A.** The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service
Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Invoices may also be faxed to:
1-877-687-4894
FAX coversheet should be addressed to:
USDA Forest Service
ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Clackamas County certifies that the individuals listed in this document, as representatives of Clackamas County, are authorized to act in their respective areas for matters related to this instrument.



The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations
Northern Oregon Zone
ATTN: Andy Coriell, Captain
16400 Champion Way
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.


Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

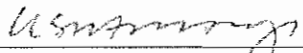


 CRAIG ROBERTS, Sheriff
 Clackamas County

 4/28/14
 Date

 Chair, County Commission

 Date



 LISA NORTHROP, Forest Supervisor
 U.S. Forest Service, Mt. Hood National Forest

 3/24/2014
 Date



 BARB SEVERSON
 Special Agent in Charge
 Pacific Northwest Region

 3/18/14
 Date

The authority and format of this instrument have been reviewed and approved for signature.
jlg 3/5/14

 JANELLE GEDDES(12LE11060600009M2) _____
 U.S. Forest Service Grants & Agreements Specialist Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Intergovernmental Agreement between USDA, Forest Service Mt Hood
National Forest and the Clackamas County Sheriff's Office for the 2014
Annual Operating and Financial Plan

Kimberley A. Ybarra
County Counsel

4.17.2014

Date

Kimberley A. Ybarra
Print Name



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

May 8, 2014

The Board of County Commissioners Clackamas County
Members of the Board:

Amendment No. 1 to an Intergovernmental Agreement with
Oregon Solutions/Portland State University (PSU)

Purpose/Outcomes	Amendment No. 1 seeks to extend the IGA with Oregon Solutions/PSU for the purpose of developing and implementing the Clackamas County FoodSystem ONESStop as part of the County's Agriculture Investment Plan Strategy.
Dollar Amount and Fiscal Impact	There is no additional dollar amount or fiscal impact as a result of the extension.
Funding Source	FY 2013/2014 Agriculture Investment Plan program operating budget will contribute 50% of the total project up to \$22,500.
Safety Impact	N/A
Duration	The original IGA had a termination date of March 31, 2014. Amendment No. 1 will extend the IGA through May 16, 2014.
Previous Board Action/Review	The Board of County Commissioners (BCC) previously approved the original IGA.
Contact Person	Rick Gruen, Agriculture and Forest Economic Development Manager, 503-742-4345

BACKGROUND:

The Governor's Oregon Solution Program has recommended and approved the Clackamas County FoodSystem ONESStop program and requested that it be accepted as an Oregon Solutions project. In this capacity, the Oregon Solution's project team will work with Co-Conveners, Business and Community Services/Agriculture and Forest Economic Development and Partners to develop the ONESStop framework and working partners' Declaration of Cooperation for participation in the ONESStop.

RECOMMENDATION:

Staff respectfully recommends that the BCC approve Amendment No. 1 to the IGA with Oregon Solutions/PSU.

Respectfully submitted,

Laura Zentner
Laura Zentner
Deputy Director
Business and Community Services

Amendment No. 1 to PSU Agreement #23179

CLACKAMAS COUNTY

This is Amendment No. 1 (Amendment) to the Agreement #23179 (Agreement) entered into between Clackamas County (COUNTY), and the State Board of Higher Education Acting By and Through Portland State University (PSU).

Whereas, COUNTY and PSU wish to amend the Agreement, therefore, the parties agree as follows:

1.) A. Term: The Term of the Agreement is extended through May 16, 2014.

2. This Amendment shall become effective on the date of final signature by the parties.

Except as expressly amended above, all other terms and conditions of the original Agreement remain in full force and effect. All representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Tax Certification. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

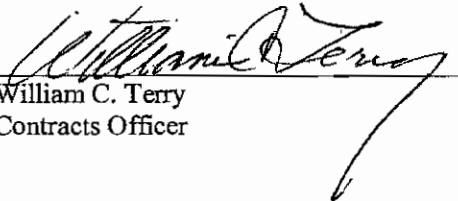
The individuals signing on behalf of the respective parties hereby certify and swear under penalty of perjury that they are authorized to act on behalf of their party.

Clackamas County

By _____

Date: _____

The State Board of Higher Education Acting By and Through Portland State University

By: 
William C. Terry
Contracts Officer

Date: 4-7-14

Amendment No. 1 to PSU Agreement #23179

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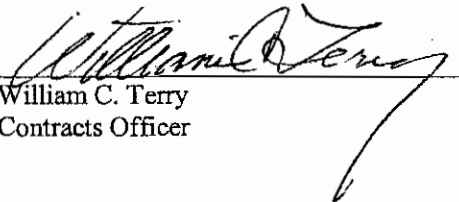
The individuals signing on behalf of the respective parties hereby certify and swear under penalty of perjury that they are authorized to act on behalf of their party.

Clackamas County

By _____

Date: _____

The State Board of Higher Education Acting By and Through Portland State University

By: 
William C. Terry
Contracts Officer

Date: 4-7-14

Received

PSU Contract # 23179

7/4 2013

Portland State Univ
Purchasing Dept

INTERGOVERNMENTAL AGREEMENT (IGA)
between
PORTLAND STATE UNIVERSITY
and
CLACKAMAS COUNTY

This Agreement is entered into by and between Clackamas County, (hereinafter "COUNTY"), and the State Board of Higher Education, working by and through Portland State University (hereinafter "PSU") for a cooperative working relationship under the authority of ORS 190.010.

I. Statement of Work

Oregon Solutions (OS), a non-profit organization affiliated with PSU and its National Policy Consensus Center (NPCC-PSU), will provide services for up to eight project team meetings and also for up to three subcommittee meetings for the Clackamas ONEStop project, a virtual public, private, non-profit and academic partnership in support of the metropolitan foodshed vision. These services include:

- a. OS orientation and preparation meeting with co-conveners
- b. Scheduling, planning, and preparation (including copying and printing)
- c. Meeting facilitation (including set up and take down) and note-taking
- d. Follow-up work (including meeting summaries and action items)
- e. Coordination of work between meetings
- f. Preparation of the draft Declaration of Cooperation (DoC), planning for the signing celebration, and finalizing the DoC with signatures

The objectives of the work include developing the ONEStop project and getting agreements from project team members addressing integration and leveraging of resources for implementation.

II. Other Contract Terms

A. Term

The term of this Agreement shall run from the date of last signature below through March 31, 2014 unless terminated earlier as provided in this Agreement.

B. Termination

1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
2. This agreement may be terminated at any time for nonperformance of any material term of this agreement.

C. Payment

COUNTY, through its BCS/Ag and Forest Economic Development Program, will contribute 50% of the total project cost, up to \$22,500.00 as per Attachment A: Oregon Solutions Task Allocation Budget (hereby incorporated by reference). PSU will invoice COUNTY for task work completed.

D. Compliance with Law

County and OS agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other party. COUNTY shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

J. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

K. Amendment

This agreement constitutes the entire agreement between the parties, and may be modified only in writing and signed by authorized representatives of both parties.

L. Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

III. APPROVAL

COUNTY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**THE STATE BOARD OF HIGHER
EDUCATION WORKING BY AND
THROUGH PORTLAND STATE
UNIVERSITY**

By: 

Name:

William C. Terry
Contracts Officer

Its: 
Contracts Officer

Date:

9-27-13

CLACKAMAS COUNTY

By: 

Name: ~~John Ludlow~~ PAUL SAVAS

Its: Chair, Board of County Commissioners

Date:

9-12-13 D.L.

RECORDING MEMO

New Agreement/Contract _____
Amendment/Change Order Original Number 2013-4478
Policy, Reports _____

ORIGINATING COUNTY DEPARTMENT:
County Forest – Business and Community Services

PURCHASING FOR:

OTHER PARTY TO CONTRACT/AGREEMENT:
Oregon Solutions/PSU

BOARD AGENDA DATE May 1, 2014
AGENDA ITEM NUMBER: _____

PURPOSE:
Amendment for time extension to original IGA between Clackamas
County and Portland State University for the Clackamas County Food
System ONEStop Program

If you want the item returned to you after recording indicate here.
Please return three (2) copies of agreement to CHRIS VAN DUZER in
County Parks & Forest after recording.



11

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 8, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement between Tri-City Service District and MWH Americas, Inc. for the
Willamette Pump Station Rehabilitation and Conveyance System Evaluation

Purpose/Outcomes	Assist the Tri-City Service District with developing a near-term and long-term rehabilitation plan for the nearly thirty year old facility. Evaluate the piping conveyance system and identify potential future improvements necessary to meet the service needs of the District. Near-term and long-term alternatives will include conceptual designs and planning level budgetary estimates to be utilized for future capital planning. There is a District option for engineering support to implement near-term risk-reducing solutions at the pump station.
Dollar Amount and Fiscal Impact	The agreement is for an amount not to exceed \$345,125.00. Funds for this effort are budgeted in the FY 2013-14 Budget
Funding Source	Tri-City Service District FY 2013-14 Annual Budget
Safety Impact	None
Duration	May 12, 2014 to June 30, 2015
Previous Board Action	None
Contact Person	Liz Garcia, Interim Director - Water Environment Services – 503-742-4563
Contract No.	To be established

BACKGROUND:

Willamette Pump Station, located in the City of West Linn was originally constructed in 1986. Over the past nine years, the number of wipes and rags entering the aging pump station has increased. The wipes and rags clog or slow the pumps, requiring staff to clean them a minimum of three times per week to keep the station operational. This is labor intensive for one pump station and can cause other long-term mechanical and electrical issues. In addition to indentifying alternatives to resolve the clogging issue, this project also includes a comprehensive evaluation of all other potential points of critical failure at the pump station and the downstream conveyance piping system. Specifically, the conveyance pipes that hang from the Oregon City/West Linn Bridge and a half-mile segment of piping located near the downtown Oregon City side of the bridge will be analyzed for capacity. Short-term and long-term investment alternatives will be identified and evaluated to reduce labor costs, ensure the infrastructure performs reliably to prevent sanitary sewer overflows to the Willamette River and that the system has adequate capacity to meet the future needs of the Tri-City Service District.

During February 2014, the District publicly advertised a request-for-proposals (RFP) for qualified firms to assist the District with the comprehensive evaluation of the infrastructure and the identification of alternatives for improvements. A selection committee comprised of Water Environment Services and City of West Linn Staff, reviewed the four submitted proposals and determined that MWH Americas, Inc. was the most advantageous and responsive qualified firm to complete the work. District Staff then confirmed that MWH Americas, Inc. was eligible to receive public works contracts in the State of Oregon.

District Staff has since negotiated the project scope and level of effort to complete the work with MWH Americas, Inc. for an amount not to exceed \$345,125.00. The final agreement with exhibits is attached.

The agreement with MWH Americas, Inc. to furnish professional services has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, staff recommends:

1. The Board of County Commissioners, acting as the governing body of Tri-City Service District (the "District"), approve the agreement between the District and MWH Americas, Inc. for an amount not to exceed \$345,125.00; and
2. Authorize the Interim Director of Water Environment Services to execute the agreement between MWH Americas, Inc. and the District without further Board action.

Respectfully submitted,



Liz Garcia
Interim Director

OK

**AGREEMENT TO FURNISH ENGINEERING SERVICES
TO
TRI-CITY SERVICE DISTRICT
FOR
WILLAMETTE PUMP STATION REHABILITATION AND CONVEYANCE SYSTEM
EVALUATION**

THIS AGREEMENT to furnish Engineering Services (this "Agreement"), made and entered into on this ____ day of _____ in the year 2014 by and between TRI-CITY SERVICE DISTRICT, a county service district formed under ORS 451 (the "District") and MWH AMERICAS, INC, a California corporation (the "Engineer").

WITNESSETH: That whereas the District intends to engage the Engineer to perform the professional services described on Exhibit A, on the schedule set forth on Exhibit B, each as attached hereto and incorporated by reference, hereinafter called the "Project."

RECITALS

Project Description: The Willamette Pump Station of the Tri-City Service District, located in the City of West Linn, was constructed in 1986. Over the past eight years, there has been an increased frequency of electrical, mechanical, hydraulic and pipeline conveyance issues with this pump station.

The District desires to understand and document the source of these issues, as well as the design capacity of the pump station and the associated conveyance system. Additionally, the District desires to develop a list of near-term solutions to problems identified during the overall pump station assessment.

As such, the District has contracted with the Engineer to assist in identifying and providing recommendations for improvements to potential points of critical failure of the pump station and pipeline conveyance system. The capacity and hydraulics of the pump station, the structural integrity, the reliability and redundancy of all mechanical and electrical components, the hydraulics of the upstream and downstream conveyance system, shall all be evaluated so the District invests in the rehabilitation of the infrastructure strategically.

NOW, THEREFORE, the District and the Engineer for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE ENGINEER

The Engineer agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project as stated and defined in Exhibit A (the "Services"). Without limiting the foregoing, the Services generally shall consist of conducting an on-site evaluation and assessment of the pump station and its components, developing a list of near-term recommendations to improve the station performance, at the District's option assisting the District in implementing these recommendations and to assist in overall strategic evaluation of the collection and conveyance systems and future pump station expansion and/or rehabilitation.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A the District will:

- 2.1 Provide adequate information to the Engineer regarding the District's requirements for the Project.
- 2.2 Assist the Engineer by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project. Engineer shall be entitled to reasonably rely upon the information and data provided by the District or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.
- 2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Engineer to enter upon public and private property as required for the Engineer to perform services under this Agreement.
- 2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.
- 2.5 Furnish to the Engineer, prior to the Engineer's preparation of the work product, a copy of any design and construction standards the District shall require the Engineer to follow in the preparation of the work product.
- 2.6 Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto.
- 2.7 Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for Engineer to perform the work contemplated hereunder).

2.8 Give prompt notice to the Engineer whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – ENGINEER’S RESPONSIBILITIES

3.1 The Engineer agrees to complete the tasks described in Exhibit A, according to the schedule in Exhibit B. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Engineer's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession.

3.2.2 Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

3.2.3 Engineer and District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to Engineer’s scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Engineer within a reasonable time. The Engineer shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: _____, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Engineer regarding their refusal to accept a comment, the District may stop any further review and return the document to the Engineer marked as incomplete. The Engineer shall correct the documents to District’s satisfaction and then declare the documents complete. If all comments are not resolved to the District’s satisfaction in its reasonable discretion, the District shall declare the documents incomplete and the Engineer agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the

incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Engineer's cost and will be back-charged on an hourly basis at the average billing rate of the Engineer's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Engineer, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Engineer believes is a change in scope or schedule, the Engineer shall notify the District within seven (7) business days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

3.5 Engineer's Project Manager

The Engineer shall assign the following key personnel to do the work in the capacities and amounts designated below. The following is a list of key personnel and the projected average level of effort they are available to spend on the Project as a percentage of each 40 hour work week during the term of this Agreement.

Person/Firm	Position	Estimated Effort
Dick Talley, MWH	Project Manager	20%
Steve Hyland, MWH	Technical Expert	50%
Adam Odell, MWH	Senior Engineer	60%

The Engineer shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

- 4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Engineer shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.
- 4.2 This Agreement shall be effective as of the Engineer's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").

4.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Engineer shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general Schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

4.4 Progress Schedule Submittal

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

4.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Matt House.

ARTICLE 5 - PAYMENTS TO ENGINEER

In accordance with the terms and conditions of this Agreement, the District shall compensate the Engineer as follows:

5.1 Compensation

- 5.1.1 The District agrees to pay the Engineer, on a time and materials basis, an amount not to exceed three hundred and forty-five thousand, one hundred twenty five and 00/100 dollars (\$345,125.00) (the "Maximum Amount"). Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.
- 5.1.2 The Engineer is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- 5.1.3 The District may withhold from payments due the Engineer such sums as are necessary, in the District's sole and absolute discretion, to protect the District

against any loss or damage which may result from negligence or unsatisfactory work by the Engineer, the failure of the Engineer to perform as required under this Agreement, or claims filed against the Engineer or the District relating to the Engineer's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The Engineer will provide monthly percentage complete invoices to the District for work performed during the preceding month. The percentage complete invoices will be accompanied with a summary cost break down and supported by a monthly progress report tied to the milestones indicated in the Schedule. The Engineer shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Engineer within 30 days of the District's receipt of the Engineer's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Engineer's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The District and the Engineer, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The District, on thirty (30) days' prior written notice to the Engineer, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the District or the Engineer may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Engineer for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Engineer due to a breach by the District, then the District shall pay the Engineer as provided in Paragraph 6.2.1.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Engineer, then the District shall pay the Engineer as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the Engineer's work product will become and remain property of the District.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 5.1.3 by the District due to a breach by the Engineer, then the District may complete the work either itself, or by agreement with another Engineer, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 4.1.1 hereof then the Engineer shall pay to the District the amount of the excess.
- 6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Engineer shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the District, then the Engineer's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

- 6.4.1 The Engineer agrees to indemnify, save harmless and defend the District, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent acts, errors, or omissions of the Engineer or Engineer's officers, owners, employees, agents, or its subcontractors or anyone over which Engineer has a right to control.

- 6.4.2 The Engineer agrees to furnish the District evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the District, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the Engineer's, or any subcontractors, in the performance of this Agreement. The insurance shall include the District, its officers, commissioners, agents and employees, as additional insureds and refer to and support the Engineer's obligation to hold harmless the District, its officers, commissioners, agents, and employees.
- 6.4.3 The Engineer agrees to furnish the District evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the District and the Engineer arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

6.6 Workers' Compensation Coverage Requirements

The Engineer is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Engineer hires subconsultants for the performance of this Agreement, the Engineer agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Engineer.

- 6.6.1 The Engineer will be solely responsible for payment of any local, state or federal taxes required as a result of this agreement.
- 6.6.2 This contract is not intended to entitle the Engineer to any benefits generally granted to District, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the Engineer are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits

(except so far as benefits are required by law if the Engineer is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The Engineer shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Engineer shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Engineer as specified in this Agreement. Notwithstanding District approval of a subcontractor, the Engineer shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Engineer hereunder. The Engineer agrees that if subcontractors are employed in the performance of this Agreement, the Engineer and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The Engineer shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Engineer with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur::

If to the District: Tri-City Service District
 c/o Water Environment Services
 9101 SE Sunnybrook Blvd., Suite 441
 Clackamas, Oregon 97015
 ATTN: Matt House

Copy to: County Counsel
 c/o Water Environment Services
 9101 SE Sunnybrook Blvd., Suite 441
 Clackamas, Oregon 97015
 ATTN: Amanda Keller

If to the Engineer: MWH Americas, Inc.
 806 SW Broadway, Suite 200
 Portland, OR 97205
 ATTN: Dick Talley

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

This Agreement contains the entire agreement between the District and the Engineer and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Years 2013/2014 and 2014/2015. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the District may immediately terminate this Agreement by giving written notice of termination to the Engineer. The Engineer shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute a termination for District breach of contract under Paragraph 6.1.3.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Engineer through exercise of experience and judgment in applying currently available cost data. It is recognized that the Engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so Engineer cannot warrant that Project construction costs will not vary from cost estimates. However, the Engineer will keep the District apprised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the Engineer performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Engineer produces in connection with this Agreement. On completion or termination of the Agreement the Engineer shall promptly deliver these materials to the Project Manager.

- 6.14.2 The Engineer may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.
- 6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.
- 6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Engineer's knowledge and approval.

6.15 Commencement of Work

The Engineer agrees that work being done pursuant to this Agreement will not be commenced until after:

- 6.15.1 Workers' Compensation Insurance is obtained, as specified in Paragraph 6.6.
- 6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.
- 6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Engineer for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

6.17 Maintenance of Records

The Engineer shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Engineer regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

- 6.18.1 The District, either directly or through a designated representative, may audit the records of the Engineer at any time during the three (3) year period established by Paragraph 6.17.
- 6.18.2 If an audit discloses that payments to the Engineer were in excess of the amount to which the Engineer was entitled, then the Engineer shall immediately repay the amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

- 6.19.1 The Engineer agrees that it shall:
 - 6.19.1.1 Make payments promptly, as due, to all persons supplying to Engineer labor or materials for the performance of work contemplated by this Agreement.
 - 6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
 - 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
 - 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 6.19.2 If the Engineer fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement, as such claim becomes due, the proper office representing District 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 the Engineer by reason of this Agreement. Further, the Engineer or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Engineer, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The Engineer shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Engineer, of all sums which the Engineer agrees to pay for such services and all moneys and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The Engineer and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The Engineer shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Engineer agrees as follows:

- 6.20.1 The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Engineer agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.

6.20.2 The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.

6.20.3 The Engineer will send to each labor union or representative of workers with which Engineer has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Engineer's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, District shall select one arbitrator and Engineer shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator.

If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The District and the Engineer may amend this Agreement at any time only by written amendment executed by the District and the Engineer. Any amendment that increases the amount of compensation payable to the Engineer in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase

compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.25 Waiver

The District and the Engineer shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Engineer:

Tri-City Service District

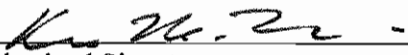
MWH Americas, Inc
Company

Liz Garcia, Interim Director

806 SW Broadway Suite 200
Address

Date

Portland, Oregon 97123
City, State, Zip Code


Authorized Signature

Kristen, M. Miller, Vice President
Title

95-1878805
Federal Tax ID Number

04.29.14
Date

**WATER ENVIRONMENT SERVICES
SCOPE OF ENGINEERING SERVICES FOR
Willamette Pump Station Rehabilitation and Conveyance System Evaluation
Project Number P201913**

1.0 GENERAL

The Willamette Pump Station of the Tri-City Service District (District), located in the City of West Linn, was constructed in 1986. Over the past eight years, there has been an increased frequency of reported sanitary sewer overflows (SSO's) to the Oregon Department of Environment Quality (DEQ) contributed in part from deficiencies at this station. The SSO's have been triggered by a variety of electrical, mechanical, hydraulic and pipeline conveyance issues.

There has been an increased ragging problem of the shaft driven pump impellers in recent years, reducing the efficiency of the pumps and increasing the hours that they run. District staff currently cleans cloth rags, rubber gloves, plastic packaging and medical items from the pumps at a minimum of three days a week. This maintenance effort is labor intensive compared to other District pump stations.

In addition to the ragging problem, there have been increased electrical and control component failures at the station. Some of these issues can be attributed to the pump ragging issues and some to the consequences of cumulative pump cycling and normal wear and tear over the past twenty-eight years of continuous operation.

Finally, the District desires to understand and document the design capacity of the pump station and the associated conveyance system. There has been significant new development in the Willamette Pump Station drainage basin since the original engineering design and sizing of the station. There are also areas of possible inflow and infiltration in the upstream conveyance system.

The District has contracted with MWH (Engineer) to assist in identifying and providing recommendations for improvements to potential points of critical failure of the pump station and pipeline conveyance system (the Project). The capacity and hydraulics of the pump station, the structural integrity, the reliability and redundancy of all mechanical and electrical components, the hydraulics of the upstream and downstream conveyance system, shall all be evaluated so the District invests in the rehabilitation of the infrastructure strategically.

EXHIBIT A

Once a conclusive evaluation of the infrastructure is completed, a series of technical reports will be generated documenting the evaluation findings and the identification of the best conceptual pump station and/or conveyance system rehabilitation alternatives.

The report will include a budgetary level of effort summary for design and construction. Any potential construction phasing of the preferred alternative shall be clearly identified. The technical report will provide the District with the planning direction necessary to invest strategically in the pump station asset to reduce staff labor costs, provide reliable service to District customers while meeting DEQ regulatory requirements.

Additionally, the Engineer shall evaluate the upstream catchment area collection piping system and downstream discharge mains to determine if flow restrictions are present and develop recommendations for improvements if required. This evaluation is limited to existing conditions, however, will note maximum capabilities of the system as part of the evaluation based upon current knowledge regarding future build out.

The following assumptions are made:

2.0 GENERAL ASSUMPTIONS:

- A. The Project will be completed in two phases.

- B. Phase One will consist of two steps, Phase One-A and One-B. Phase One-A will be a condition assessment of the Willamette Pump Station and a Report of Findings and Development of Preferred Recommendations for Improvements. Phase One-B will be at the District's option for engineering services required to implement the Preferred Recommendations for Improvements. Phase One will encompass three tasks:
 - 1. Project Management
 - 2. Pump Station Evaluation, Alternatives, Report of Findings and Near-Term Recommendations
 - 3. District's option to utilize Engineering Services for Near-Term Improvements

EXHIBIT A

C. Phase Two will consist of evaluating the upstream catchment area and collection piping system, and downstream conveyance and collection system to determine their respective current hydraulic capacity and will also culminate in a Report of Findings and Recommendations for Improvements. Phase Two will include two tasks:

1. Project Management
2. Collection and Conveyance System Evaluation, Alternatives, Future Pump Station Improvements, Report of Findings and Recommendations

D. Project Schedule

Milestone	Notice To Proceed	Completion Date
Phase One-A --- Report of Findings	May 12 th , 2014	November 1 st , 2014
Phase One-B --- District's Option for Engineering Services	November 1 st , 2014	June 30 th , 2015
Phase Two --- Interim Report	May 12 th , 2014	November 1 st , 2014
Phase Two --- Final Report of Findings	November 1 st , 2014	June 30 th , 2015

E. The District has made the listed records available to the Engineer:

1. 1985 Willamette Pump Station Drawings in pdf form
2. 1986 Willamette Force Main Record Drawings in pdf form
3. 1986 Willamette Pump Station Conveyance Bridge Area in pdf form
4. 1988 Willamette Pump Station Performance Evaluation in pdf form
5. 2002 Willamette Pump Station Upgrades in pdf form
6. 2004 Willamette Pump Station Electrical Upgrades in pdf form
7. 2007 Willamette Pump Station Diversion Drawing in pdf form
8. 2009 Willamette Pump Station Conveyance ODOT Bridge in pdf form
9. 2012 Willamette Pump Station Clogging Evaluation in pdf form
10. 2013 WES Flow Management Appendix M - Mill Street Meter Stat in pdf form
11. 2013 WES Flow Management Appendix N – Willamette PS Meter A in pdf form
12. 2013 WES Flow Management Appendix O – Willamette PS Meter B in pdf form
13. 2013 Willamette Pump Station Condition, Infrared and Vibration Analysis in pdf form
14. 2013 Willamette Pump Station Electrical Consultation in pdf form
15. West Linn Drainage Basin 1 in pdf form
16. West Linn Drainage Basin 2 in pdf form

EXHIBIT A

F. Additionally, if available, the District will provide the following documentation and records prior to issuing Notice to Proceed for Phase One:

1. If available, Willamette Pump Station operation and maintenance Records, repair records, and incident reports that characterize the nature of the pump clogging for past ten years
2. If available, Electrical Bill, Flow Records, and any historian records for past ten years.
3. Influent flow daily hydrograph that represents the current dry weather diurnal flow pattern received at the Willamette Pump Station.
4. Peak hour wet weather flow (PHWWF) that is currently received at the Willamette Pump Station.
5. If available, Record drawings of the collection system upstream and transmission system downstream of Willamette Pump Station.
6. Shop drawings of installed pumps including pump curves. Engineer will assume existing pump performance matches the pump curves based on prior evaluation. *[2012 Willamette Pump Station Clogging Evaluation conducted by Carollo]*
7. Dale Richwine's latest report on conveyance flow information – A review of the 1998 Tri-City Service District Master Plan
8. Oregon City 2003 Sewer Master plan and 2014 Draft Master Plan
9. Willamette Interceptor drawings
10. If available, Conveyance system and pump station coordinates
11. SSO reports since 2011
12. Initial download of new West Linn diversion pipeline flow monitoring north of the Oregon City/West Linn Bridge.

G. Additionally, the District will provide the following documentation and records prior to Notice to Proceed for Phase Two:

1. Updated flow monitoring results noted in Paragraph E.12 and any additional flow monitoring stations installed in the interim.
2. If available, draft reports developed through the ongoing WES Inflow and Infiltration Study.

EXHIBIT A

3.0 SCOPE OF SERVICES TO BE PROVIDED:

3.1 PHASE ONE A – WILLAMETTE PUMP STATION EVALUATION, ALTERNATIVES, REPORT OF FINDINGS AND RECOMMENDATIONS

3.1.1 PHASE ONE A - TASK 1 - PROJECT MANAGEMENT

TASK SPECIFIC OBJECTIVES:

The purpose of this task is to provide the administrative, quality assurance/quality control (QA/QC), and financial management activities associated with performing and completing the work for this project. This task consists of maintaining clear communication with the District to produce deliverables on schedule and within budget.

TASK SPECIFIC ASSUMPTIONS:

1. Each deliverable will be submitted as three hard copies and one electronic file in PDF and .Doc format. Drawings shall be submitted in AutoCad.
2. The schedule of this task will be from May 12th, 2014 through November 1st, 2014.

SUBTASKS:

Develop Brief Project Management Plan

Engineer will set up the project and prepare a project management plan (PMP). The PMP describes how Engineer will manage cost, scope, and schedule; establishes lines of communication and team member roles; and helps to ensure that the budget and schedule goals are met. Components of the PMP consist of the following:

1. **Project Schedule:** A project schedule will be developed with Primavera (P6) scheduling software to monitor overall progress of the project. Schedules to be submitted in PDF format.
2. **QA/QC Plan:** Engineer will prepare a project QA/QC plan, which defines reviews to be conducted for all Engineer's deliverables and the roles and responsibilities of QA/QC team members. This subtask will also include project close out activities.

Invoicing and Scope Management

Invoices will be submitted on a monthly basis. Engineer will also direct and manage all sub-consultant activities and integrate sub-consultant re-imburement requests within the overall monthly invoice. Any changes considered to be outside of the contract scope must be identified

EXHIBIT A

and discussed with the District prior to starting the work. The District reserves the right to approve or disapprove any perceived changes. Any agreed upon changes will be addressed with a contract amendment prior to beginning any additional work. Engineer is responsible for managing their staff and sub-consultants. If outside of scope work is not identified and discussed with the District, the Engineer must perform the scope as originally defined without additional compensation.

TASK SPECIFIC DELIVERABLES:

1. Monthly invoices (Subtask 1.2) – One original invoice, will be submitted for payment.

3.12 PHASE ONE A - TASK 2 – PUMP STATION CONDITION ASSESSMENT, ALTERNATIVE DEVELOPMENT AND NEAR-TERM RECOMMENDATIONS, AND REPORT OF FINDINGS,

TASK SPECIFIC OBJECTIVES:

The Condition Assessment task will include evaluating each component of the pump station including civil, yard piping, drainage, structural, mechanical and piping, electrical, controls logic and system and life safety systems against current design standards and summarizing conditions, deficiencies and recommendations. A considerable amount of past assessments have been conducted by the District on this pump station. The Engineer will utilize these documents and reports and build upon the efforts and results.

TASK SPECIFIC ASSUMPTIONS:

1. The Engineer's team will spend a total of three days on site. Day One will include a meeting with the District's management and operations and maintenance staff to vet antidotal information, document concerns and objectives, and solicit feedback and advice regarding previous studies, actions taken, results and suggestions. Days Two and Three will encompass on-site evaluations of each of the various components. Time is also allotted for conducting pump station performance testing.

EXHIBIT A

2. The District will assist in pump station performance testing by providing operational assistance in adjusting pump discharge rate, monitoring flow and pressure readings, providing access to all equipment and areas, providing ladders if necessary for access, intentional power outage to assess emergency backup supplies, and access to pump chambers for mechanical inspections.

3. For the duration of Phase One, two members (PM and Project Technical Expert) of the Engineer's team will participate in up to 10 hours of coordination meetings with the District's Project Manager. These meetings will be conducted by telephone or at the District's office, whichever the District prefers. Engineer to maintain records of meeting discussions in writing.

4. Bi-weekly progress meetings will be held between the Engineer's Project Manager and the District's Project Manager. Meetings will either be by phone or in person. Engineer to maintain records of meeting discussion in writing.

SUBTASKS:

Data Review:

1. Review and evaluate above information gathered from District.
2. Conduct phone interviews with up to five local cities and agencies (e.g., City of Vancouver, City of Portland, Clean Water Services) to gather information about current practices and remedies of clogging of wastewater pumps.
3. Conduct phone interviews with up to five pump manufacturers (e.g., Flygt, KSB, WEMCO, Vaughn) to seek their experience and recommendations.

Existing Pump Station Evaluation:

1. *Operations.* Conduct site visit with District operations and maintenance staff to observe procedures used to clean clogging of pumps and see the nature of the clogging material. Discuss operators understanding of the root cause of the clogging and possible solutions.

2. *Condition Assessment.* Review available documents provided by the District and conduct site visit to prepare reconnaissance level condition assessment of pump station in the following areas:

EXHIBIT A

a. Civil and Sitework

- Review the current site plan and adjacent property owned by the District at the site to determine what space is available for future expansion of the pump station. The review will confirm issues related to access and space needed for construction during any future upgrade work.
- Evaluate yard piping, bypass piping and potential for additional yard piping improvements.
- Evaluate site drainage, landscaping and general access and maintenance concerns.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared.
- Visual observations of paving, drainage, fencing, and landscaping. Interview operation and maintenance staff. Report known conditions of collection system and transmission system.

b. Structural

- Assess the overall condition of the facilities on site. Concrete structures will be checked for cracking, spalling, and corrosion of the reinforcement. The condition of seals, expansion joints, and seismic features will also be checked. Document under what conditions structural upgrades, particularly seismic upgrades, will be needed to occur per current Oregon and IBC Building Code (IBC) and provide outline descriptions of the type of upgrades which will be required.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared

c. Mechanical

- Assess the design, condition, operation, configuration and sizing of the mechanical equipment, suction and discharge pumping and equipment, wet/dry well configuration (vortexing), pump selection, and solids handling options. Assessment will primarily be by visual observations of equipment and pump condition. Interview operation and maintenance staff. Estimate remaining service life of key mechanical equipment.
- Build on assessments recently conducted by and for the District and review and provide commentary to the District on existing reports related to mechanical issues at the station.
- Compare the design of the pumps against the current conditions which were identified in the data collection activity.

EXHIBIT A

- Review results of 2012 pump performance testing regarding head-flow relationships, power draw, vibration and efficiency and compare with the manufacturer's certified pump curves.
- Determine efficiency of the existing pumps under current conditions based on data from 2012 performance tests.
- Evaluate the layout of the pump station, the wet well, suction and discharge pipework against Hydraulic Institute and other wastewater pump station best practice guides.
- Confirm the net positive suction head (NPSH) available under worst-case conditions, such as low wet well water levels and peak pump station flow.
- The pump station mechanical evaluation will also address important considerations such as how much space is available for future work such as adding additional pumps, making modifications to pump station piping and other possible upgrades.
- Document the possibility for installing other types of pumps (such as Flygt) into the existing wet well/dry well configuration to determine what types of pumps can be physically installed in the space provided.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared.

d. Pump Hydraulics

- Characterize existing pump hydraulics.
- Review configuration and sizing of existing pumps, suction and discharge pumping, and wet/dry well configuration.
- Prepare system curve and evaluate predicted pump performance with pump curves.
- Evaluate net positive suction head (NPSH) available under current conditions.

e. Electrical

- Visual observation of electrical service, motor control centers, variable frequency drives, panels, and lighting.
- Evaluate power supply issues with District electrical staff and staff from power utility to help identify any current short-comings.
- Review the condition and capacity of the equipment and conductors, as well as conformance with the most recent National Electric Code (NEC) requirements.

EXHIBIT A

- Document what will be required to bring the facility up to current code by replacing and reconfiguring electrical equipment and whether any existing electrical equipment is near the end of its useful life.
- Perform electrical equipment testing to National Electrical Testing Association (NETA) recommendations for insulation, contact resistance, grounding, and condition of mechanisms, barriers and arch chutes.
- Review remaining un-used capacity in the existing power supply to document whether the amount of power currently available will be a constraint on any future upgrade of the pump station.
- Review the existing emergency power (generator and transfer switches) to document current performance, any critical issues and the spare capacity which exists for any future upgrade.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared.

f. Controls Review

- Evaluate the existing pump station control and telemetry system. This will involve evaluating the age and condition of the PLC and hardwired controls, and Operator Interface and instrumentation; considering that the condition and performance of the telemetry communication system is of particular importance due to the high flow rates handled by the station.
- Observe and document pump speed, flow, cycle times and total cycles per day.
- Review the pump control logic to determine pump sequencing and speed control.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared that matches the system wide SCADA/Telemetry system that the District is implementing.

g. Building Services Review

- The existing building services such as odor control, security systems, Life Safety systems will be reviewed against current code to confirm what additional building services would be required for an upgrade of the facility.
- Deficiencies will be documented, and a defined action plan for improvements and modernization will be prepared.

h. Permitting review

- Document the likely permits which would be required for any upgrade of the pump station.

EXHIBIT A

Develop List of Alternative Near-Term Options:

1. Evaluate potential near-term options to minimize the current pump clogging problems. Avoid options that would incur a high cost that would not be part of the long-term solution and become a stranded investment.
2. Potential near-term options that will be considered in order of preference:
 - a. Modify control strategy to cycle pumps at shorter intervals but higher pump rates.
 - b. Install bypass pipe to recirculate flow from pump discharge to pump station wet well to maximize flow through existing pumps.
 - c. Replace one existing pump with new pump better suited for passage of solids, while still maintaining peak hour flow capacity.
 - d. Raise overflow weir elevation.
3. Other options that will be considered that may or may not be feasible near term solutions due to their inherent need for permitting, equipment procurement or additional contracted services include:
 - a. Install in-line grinder or channel grinder in existing infrastructure.
 - b. Install mechanical screen in existing infrastructure.
 - c. Construct dedicated dry weather pump station designed for dry weather flow and repurpose existing pump station for wet weather flow.
4. Discuss advantages and disadvantages of each potential near-term option, prepare reconnaissance-level cost estimate (Class V), and recommend preferred option (s).

TASK SPECIFIC DELIVERABLES:

1. One (1) Report of Findings and Recommendations Report
 - a. Engineer will provide draft and final versions of a report entitled Willamette Pump Station Evaluation and Recommendations. This report will contain the various evaluation reports completed by the respective technical disciplines as well as a summary of potential near-term alternatives to improve the overall pump station performance.
 - b. Final version of the report will incorporate District's review comments.
 - c. Three hard copies and an electronic copy (either Microsoft Word, PDF, or both as requested by District) of the memorandum will be submitted to the District.

3.2 PHASE ONE B – DISTRICT'S OPTION FOR ENGINEERING SERVICES FOR IMPLEMENTATION OF NEAR-TERM OPTIONS

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3.21 PHASE ONE B - TASK 3 - PROJECT MANAGEMENT

The objectives, assumptions and deliverables for this task will be similar in scope to those listed for Phase One A – Task 1, however the period of duration will be from November 1st, 2014 to June 30th, 2015. This task will be at the District's option as to whether to proceed, the timing and final scope of services to be provided pending the outcomes from the Phase One A - Condition Assessment. The final scope of services for this Task 3 will be conducted on a time and materials basis up to the task budget value of which the District and Engineer will evaluate and determine the services required.

3.22 PHASE ONE B – TASK 4 –ENGINEERING SERVICES

TASK SPECIFIC OBJECTIVES:

This task will be for engineering services to assist the District with drawings, details and procurement specifications, construction and commissioning and project closeout services to enable the District to construct the preferred recommendation(s) resulting from the Condition Assessment. This task will be at the District's option as to whether to proceed, the timing and final scope of services to be provided pending the outcomes from the Phase One A Condition Assessment.

TASK SPECIFIC ASSUMPTIONS:

For establishing a task budget, the following services were assumed to be required:

1. Pump station control changes to affect pump cycle times and drive control.
2. Technical requirements and procurement details surrounding proposed control valves.
3. Piping drawings showing new arrangement, valves and fitting and proposed control valves.
4. Details regarding any required control valve trim package and instrumentation.
5. Control methodology, integration, and automation specific details related to integrating the control valve into the existing pump station SCADA system. This will cover signal types, network communications and hardware compatibility, specifically the programmable logic controller (PLC).
6. Technical requirements and procurement details surrounding proposed replacement pump.
7. Piping drawings showing new arrangement, piping and fitting and proposed new pump installation.
8. Control methodology, integration, and automation specific details related to integrating the new pump into the existing pump station SCADA system.

EXHIBIT A

9. Up to two members of the Engineer's design team will participate in a one hour long weekly design coordination meeting with District. It is estimated that seven such meetings will be required for duration of this task. Four of these meetings will be attended on site and three will be by teleconference or at Engineer's office if District prefers.
10. No structural design modification to existing pump station will be required.
11. Engineering services may include bid phase assistance, construction assistance and commissioning activities for the single or combination of near term options selected by the District.
12. Services may include preparation of record drawings as required at the District's discretion.
13. Other tasks that may be required as determined by the District following the development and selection of the preferred near-term options or combination of options.

TASK SPECIFIC DELIVERABLES:

1. Engineering documents to include drawings, specifications or procurement packages for piping, valves, control valves, fittings or pumps as necessary to affect the District's completion of the suggested near-term improvements
 - a. Drawings will be delivered in ANSI D size (22" x 34") electronic (PDF and .dwg) format.
 - b. Specification submittals will be delivered electronically (PDF and .doc) format as well as one master hard copy suitable for reproduction.

3.3 PHASE TWO – COLLECTION AND CONVEYANCE SYSTEM EVALUATION-FUTURE PUMP STATION STRATEGY

3.31 PHASE TWO – TASK 1 – PROJECT MANAGEMENT

The objectives, assumptions and deliverables for this task will be similar in scope to those listed for Phase One – Task 1, however the period of duration will be from May 12th, 2014 to June 30th of 2015.

3.32 PHASE TWO - TASK 2 – COLLECTION AND CONVEYANCE SYSTEM EVALUATION, ALTERNATIVES AND LONG-TERM PUMP STATION STRATEGY. REPORT OF FINDINGS AND RECOMMENDATIONS

TASK SPECIFIC OBJECTIVES:

Engineer will review existing documents of the upstream collection piping, force main, gravity mains, and the specified sections of the Willamette Interceptor to identify aspects of the piping systems that negatively affect pump performance and/or have capacity limitations. Prepare a report of findings, cost estimates and recommendations for long-term solutions to the pump station and the downstream conveyance system.

TASK SPECIFIC ASSUMPTIONS:

1. It is assumed that a review of the existing physical condition of the collection piping and/or force main will not be required (no video work is proposed).
2. If available, the District will provide all available hydraulic models and input data files of upstream collection systems and downstream conveyance systems from this pump station to the Tri-City WWTP
3. District will install flow monitoring equipment on West Linn's 24-inch trunk line in Spring of 2014 to develop baseline flow information.

EXHIBIT A

4. Collection system evaluation will include a detailed pipe section review of the two collection pipes (owned by West Linn) that convey sewage to the Willamette Pump Station and as well as a less detailed review of the contributory flows from the remaining West Linn collection system. The evaluation of the remaining West Linn collection system will be limited to just characterizing and considering total flows as node points from the collection system, but not a detailed evaluation of individual pipe sections. Evaluation efforts will include review of record drawings and determining capacity of the existing collection pipes and calibration against existing flow records.
5. Conveyance system evaluation will be limited to a review of the Willamette Pump Station Force Main, the 24-inch District trunk line on the West Linn side of the Oregon City/West Linn bridge, the 24-inch West Linn trunk line on the West Linn side of the Oregon/City West Linn Bridge, the 18-inch District pipeline crossing the bridge, and a one quarter mile section of the Willamette Interceptor immediately upstream and downstream from the Oregon City side of the bridge crossing. Evaluation from the Bolton Pump Station, to the Agnes Diversion and from Agnes Diversion to the Tri-City WPCP will not be evaluated.

SUBTASKS:

Collection and Conveyance System Physical Inventory

1. Determine pipe horizontal alignments and points of other significant flow inputs.
2. Determine pipe lengths, diameters, slopes, manhole locations and contributing flows.
3. Evaluate past SSO events in the upstream and downstream piping systems and conditions at the pump station prior, during and after the SSO event.

Model Evaluation and Recommendations

1. If available, review any existing models of the collection and conveyance piping systems and identify constraints of either system from conveyance of peak instantaneous flow rates as well as establish maximum capacities prior to SSO's occurring.
2. Develop recommendations for upstream collection and downstream conveyance system improvements based on current and future potential flows. This evaluation will be conducted using a static model with current peak flows.
3. A piping system conveyance assessment report will be prepared identifying current condition, current capacity and document constraints for future discharge rates to prevent SSO events from occurring.
4. Identify alternatives for relieving any identified collection and/or conveyance capacity issues.

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5. Using the piping system assessment report, Engineer will prepare a Class 5 Opinion of Probable Construction Cost (OPCC) for the major recommended improvements in accordance with the guidelines of AACE International, the Association for the Advancement of Cost Engineering.

Future Pump Station Improvements

1. A detailed pump station assessment report identifying current condition, current capacity and suggested near-term upgrades for the Willamette Pump Station will be completed in Phase One. However, that report will not advance current thinking to future expansion or reconstruction of the aged pump station. As such, additional evaluation and determination of longer term strategies for this pump station is needed and will be completed in this Phase Two effort.
2. From efforts associated with the collection and conveyance system evaluation coupled with input from the ongoing Master Planning and I&I evaluation, the Engineer and the District will jointly develop a scenario for the highest likely flow to be conveyed by the Willamette Pump Station in the foreseeable planning horizon. The development of the anticipated flow rates will be completed using predictive analysis to determine the peak, average and low flow design conditions from inputs provided by the two ongoing studies.
3. Based on this scenario, the Engineer will prepare a schematic pump station design consisting of a single plan drawing which shows major dimensions, pumping requirements and overall pump station requirements. The requirements for the design will be informed by the detailed evaluation of the existing pump station.
4. Using the drawing produced, prepare a Class 5 Opinion of Probable Construction Cost (OPCC) of the proposed reconstructed/rehabilitated or new constructed pump station in accordance with the guidelines of AACE International, the Association for the Advancement of Cost Engineering.
5. Summarize future pump station design criteria and cost opinions into a section of the overall collection and conveyance system evaluation report.

Coordination with Ongoing Studies Completed by Others

1. The master plans and studies related to I&I and upstream service area definition to be completed by others will play a major role and define the design flow rates for the Willamette Pump Station as well as conveyance system evaluation. As such, Engineer will

EXHIBIT A

work with the District to ensure that the schedule and objectives of those studies will produce the required information for the Willamette Pump Station at the appropriate time. A meeting will be held to include stakeholders from those studies to ensure the needs are well defined, that a target date is defined, and that interim milestones are developed to ensure that that work is on track.

2. The meeting will be attended by two Engineer staff. Engineer will spend up to 40 hours liaising with the stakeholders of the upstream study throughout the project including attending up to four more meetings as required. All communications and meeting attendances will be routed through and coordinated by the District's Project Manager, Matt House. This allotted man power resources could include review of interim outputs from the upstream study if desired by the District.

TASK SPECIFIC DELIVERABLES:

1. One (1) Technical Memorandum
 - a. Compiled draft and final versions that summarize the reviewed data, the results of the physical inventory and a summary of noted deficiencies and action plans for improvements and results of the static modeling review.
 - b. Final version of the memorandum will incorporate WES review comments.
 - c. Three hard copies and an electronic copy (either Microsoft Word, PDF, or both as requested by District) of the memorandum will be submitted to the District. Any drawings shall be submitted in Autocad.

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4.0 COMPENSATION

Compensation for this Scope of Work will be in accordance with the Agreement for Engineering Services Article 5, on a time and materials basis utilization the current labor rate schedule. The compensation shall be subjected to a not-to-exceed total fee of **\$345,125.00** without further written authorization.

See Table One for a breakdown of budgeted engineering fees by task:

Table One: Budgeted Engineering Fees By Task

Task Description	Budgeted Engineering Fees	Budgeted Manhours
Phase One A – Willamette Pump Station Condition Assessment		
Phase One A - Task 1 – Project Management	\$ 11,420.00	76
Phase One A - Task 2 – Condition Assessment and Report of Findings including Class 5 OPCC Estimates	\$ 82,480.00	452
Phase One A – Other Direct Project Costs including Sub-Consultant Fees for PEI	\$ 14,575.00	
Subtotal for Phase One A	\$ 108,475.00	528
Phase One B – District’s Option for Engineering Services for Near-Term Improvements		
Phase One B – Task 3 – Project Management	\$ 16,440.00	120
Phase One B – Task 4 – Engineering Services for Near-Term Improvements	\$ 97,500.00	564
Phase One B – Other Direct Project Costs including Sub-Consultant Fees for PEI	\$ 18,700.00	
Subtotal for Phase One B	\$ 132,640.00	684
Phase Two – Collection and Conveyance System Evaluation-Future Pump Station Strategy		
Phase Two - Task 1 – Project Management	\$ 19,180.00	140
Phase Two - Task 2 – Condition Assessment and Report of Findings including Class 5 OPCC Estimates	\$ 79,330.00	502
Other Direct Costs including Sub-Consultant Fees for PEI	\$ 5,500.00	
Subtotal for Phase Two	\$ 104,010.00	642
Total	\$ 345,125.00	1,854

EXHIBIT A

See Table Two for Hourly Rates and Charges

Table Two: Hourly Fee Schedule for Willamette Pump Station Evaluation Project

Labor Classification	Project Billing Hourly Rate
Project Controls/Accounting/Admin	\$ 95
Designer	\$125
Project Engineer	\$155
Discipline Lead	\$180
Project Manager	\$200
Technical Expert	\$250
Subconsultant (PEI)	
Senior Engineer	\$150
Staff Engineer	\$130
Administrative	\$ 60

OTHER DIRECT PROJECT COSTS

General Service Administration (G&A) ... 10.00%

The G&A pool contains costs relative to the general management and administration of the Company as a whole including the Company's costs of administering sub-consultant costs and other direct costs.

Subconsultant (PEI)	At Cost (plus G&A)
Travel (Lodging, rental cars and lodging only)	At Cost (plus G&A)
Computer Aided Design (CAD) Software	included in the hourly project billing rates
Vehicle Mileage	included in the hourly project billing rates
Employee Expenses)	included in the hourly project billing rates
(meals, associated project costs, etc	
Health, Safety, and Equipment	included in the hourly project billing rates

In the performance of these services, MWH Americas, Inc. may use personnel and other resources from affiliated MWH companies. The personnel from MWH affiliated companies will be billed at the hourly rates provided in this agreement. Other costs from MWH affiliated companies will also be reimbursed as provided herein.

EXHIBIT B

5.0 SCHEDULE OF SERVICES

Project Schedule

Task Name	Estimated Duration	Completion Date
Phase One A – Willamette Pump Station Evaluation, Alternatives, Report of Findings and Recommendations	25 weeks	12May14 – 1Nov14
Task 1 – Project Management	25 weeks	12May14-1Nov14
Task 2 – Condition Assessment and Report of Findings	25 weeks	12May14-1Nov14
Phase One B – District’s Option for Engineering Services for Implementation of Near-Term options	35 weeks	1Nov14 – 30Jun15
Task 3 – Project Management	35weeks	1Nov14-30Jun15
Task 4 – Engineering Services	35 weeks	1Nov14-30Jun15
Phase Two – Collection and Conveyance System Condition Assessment	59 weeks	12May14-30Jun15
Task 5 – Project Management	59weeks	12May14-30Jun15
Task 6 – Condition Assessment and Report of Findings		
Interim Report of Existing System Assessment	16 weeks	12May14-1Sep14
Final Report of Assessment with Additional Flow Information and Conceptual Pump Station Recommendations	43 weeks	1Sep14-30Jun15