



AGENDA

Thursday, April 4, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-17

I. CALL TO ORDER

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

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

III. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of the Housing Authority's Fiscal Year 2013 Annul Plan

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

1. Resolution No. _____ Authorizing Initiating of a Local Improvement District (LID) for Street and Storm Drainage Improvements to Forest Park Road (P3115, Leisure Lane (P3114), Mountain Terrace (P3113), and Woodview Lane (P3112) (Mike Bezner, Clackamas County Engineering)

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. Approval of Amendment with Tri-County Metropolitan Transportation District of Oregon for Operating Expenses of the Mountain Express Bus Service in the Hoodland Area –
Social Services

2. Approval of the Public Health Division to Apply for the Public Health Prevention Services Fellowship Grant Opportunity with the Centers for Disease Control and Prevention – *Public Health*
3. Approval of a Behavioral Health Service Agreement with Portland Dialectical Behavior Therapy Institute, Inc. for Outpatient Mental health Services – *Behavioral Health*
4. Approval of Amendment No. 1 Extending for One Year the Current Intergovernmental Agreement with Clackamas Fire District No. 1, the City of Lake Oswego, and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration – *Public Health*

B. Department of Transportation & Development

1. Approval to Purchase Striping Paint from WSDOT State Agency Contract with Ennis Paint, Inc - *Purchasing*
2. Approval of a Contract with Haper, Houf Peterson Reighellis, Inc., for Construction Services for the Highway 212/Lawnfield Connection Project – Phase 3 - *Purchasing*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*

D. Juvenile Department

1. Approval of the Juvenile Accountability Block Grant

E. Business & Community Services

1. Resolution No. _____ to Authorize the Submission of a Grant Application to the Oregon Parks and Recreation Department Local Government Grant Program for Clackamas County Parks

VII. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

1. Resolution No. _____ to Authorize the Submission of a Grant Application to the Oregon Parks and Recreation Department Local Government Grant Program for North Clackamas Parks and Recreation District

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.

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

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Cindy Becker
 Director

April 4, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of the Housing Authority's FY 2013 Annual Plan

| | |
|--|---|
| Purpose/Outcomes | Approve the Housing Authority's Annual Plan for Fiscal Year 2013 which begins July 2013 |
| Dollar Amount and Fiscal Impact | Application for \$892,834.00 grant for development, modernization, management and operation of housing. |
| Funding Source | Federal Department of Housing and Urban Development (HUD) |
| Safety Impact | None |
| Duration | Effective July 1, 2013 through June 30, 2014 |
| Previous Board Action | Previous Annual Plan effective 7/01/2012 was approved on April 5, 2012 |
| Contact Person | Daniel Potter, Interim Executive Director – (503)650-3537 |
| Contract No. | None |

BACKGROUND:

The Housing Authority of Clackamas County (HACC), requests that the Board approve the Housing Authority's FY 2013 Annual Plan and all attachments. The attachments are the Housing Needs Table, Response to Fair Housing, Admissions and Continued Occupancy Policy Updates, Federal Certifications, FY 2013 Capital Fund Budget, and the Capital Fund Performance and Evaluation Reports for 2009, 2010, 2011 and 2012, and the Capital Fund Program Five Year Action Plan.

As required by the Quality Housing and Work Responsibility Act of 1998, all Housing Authorities must develop and submit an Agency Annual Plan. The plan includes updates to the key policy and program issues, including changes to the Voucher Administrative Plan, changes to the Public Housing Admissions and Continued Occupancy Plan, development updates, public housing demolition/disposition plans and detail on the Capital Fund Program (CFP) grants.

The Agency Plan includes eight attachments. Six of the eight are related to CFP Grants. CFP funds are granted by the U.S. Department of Housing And Urban Development for the development, modernization, management and operations of public housing. Through the submission and review of the annual and five year CFP Action Plans, HACC is applying for and seeking the amount of \$892,834.00 for FY 2013. HACC is required to report on the expenditures of any prior years CFP monies not yet fully spent. The FY 2009, 2010, 2011, 2012 CFP Performance and Evaluation reports show how monies were spent and how much is left to be obligated or spent as of December 31, 2012.

The Agency Annual Plan and its attachments were developed in consultation with the HACC Resident Advisory Board (RAB). The RAB is made up of volunteers from the Public Housing and Housing Choice Voucher (HCV) programs. The RAB met on January 15, 2013 to review and make revisions to the Annual Plan and its attachments. HACC also has worked closely with Legal Aide Services of Oregon on behalf of the residents. The meeting minutes from the RAB process are included as one attachment to the Annual Plan.

After the RAB review a public review period was held from January 23, 2013 through March 8, 2013. The agency Plan was made available at the HACC Administrative Office, HACC Asset Management Office, the Oak Grove Library, and posted on HACC's website.

The Housing Authority Board of Commissioners held a public hearing on March 21, 2013. The Annual Plan was updated following the public hearing for items entered into the public record at the hearing including the following:

- HACC intends to follow Public and Indian Housing Notice 2013-03 and 2013-04 related to relief of administrative burden.
- The HACC Board of Commissioners has directed Clackamas County's Health Housing and Human Services Department to conduct a performance audit of HACC. The audit will analyze the extent to which:
 - the way in which programs are conducted, services delivered, outcomes, and the population served are in compliance with laws, regulations, contract provisions, grant agreements, and other requirements
 - resources are used in compliance with the laws regulations, or other requirements;
 - services and benefits are provided to citizens based on the individual's eligibility to obtain those services and benefits;
 - incurred or proposed costs are in compliance with applicable laws, regulations, and contracts or grant agreements; and
 - revenues received are in compliance with applicable laws, regulations, and contract or grant agreements.

The audit will also recommend any changes or improvements in the above areas.

- Clackamas County is convening an Affordable Housing Work Group composed of members of the Board, representatives from the affordable housing community, landlords, Legal Aide, HACC residents, a service provider, and citizens at large. The Work Group is tasked with examining policy direction for affordable housing in the County.
- In response to federal funding decline including sequestration, HACC is examining its operations, programs and agreements to identify further efficiencies that can result in cost savings.
- Changed the statement regarding the HACC Strategic Plan to indicate it was on hold pending outcomes of the Affordable Housing Work Group.
- Updated throughout to reflect the change in Executive Director.

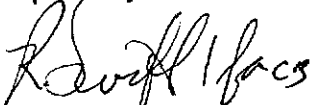
The final Version of the Annual Plan, including all updates, attachments and certifications, will be submitted to HUD upon approval. HUD requires 75 days to complete its process and

approval of the Annual Plan for the beginning of the fiscal year beginning July 1, 2013. As such, HACC's Annual Plan must be submitted to HUD no later than April 11, 2013.

Recommendation:

Staff recommends that the Board approve Fiscal Year 2013 Agency Annual Plan, with attachments and certifications and authorize the submittal of these documents to HUD by the Interim Executive Director. Staff also recommends that the Board approve and authorize the Chair to sign resolution #1898 and the "PHA Certification of Compliance" HUD Forms 50077 and 50077-CR.

Respectfully submitted


Cindy Becker, Director

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

In the Matter of Approving the Housing Authority's FY 2013 Annual Plan (Agency Plan), and related Certifications and Attachments

RESOLUTION NO.1898

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has developed a streamlined FY 2013 Annual Plan (Agency Plan) and

WHEREAS, the Agency Plan must be updated each year, and includes the following attachments: FY 2013 Capital Fund Annual Statement, the FY 2013 Capital Fund Program Five Year Action Plan, and the Capital Fund Performance & Evaluation Reports for 2008, 2009, 2010 and 2011 grant funds received by U.S. Department of Housing and Urban Development (HUD) and required certifications, and

WHEREAS the HUD Grant OR16P00150113 (FY 2013) for Capital Fund Program is part of the Agency Plan submission and is requesting funds totaling \$892,834.00 for the development, modernization and management of HACC's public housing, and

WHEREAS, HUD requires that HACC prepare a Five Year Plan and its Performance and Evaluation Reports for Capital Fund Program grant funds not spent for FYs 2009 , 2010, 2011 and 2012 as part of the submission for the annual grant request, and

WHEREAS, the Agency Plan and its attachments, was developed using the required HUD templates and with input and recommendations from an established Resident Advisory Board (RAB) on January 15, 2013, and

WHEREAS, the Capital Fund Program budget was reviewed and discussed with current public housing residents at its quarterly site meetings on January 7, 9 and 14, 2013.

WHEREAS, the Agency Plan and its attachments were advertised in the Oregonian and the Catch All Chronicle for public review and comment from January 23, 2013 through March 8, 2013, and

WHEREAS, the Agency Plan and its attachments were discussed and testimony was taken at a public hearing in front by the HACC's Board of Commissioners on March 21, 2013, and

WHEREAS, HUD requires HACC Board approval in the form of a board resolution in order to apply for the Capital Fund Program Grant, and

WHEREAS, the Agency Plan and required attachments and certifications are to be submitted to the HUD at least 75 days prior to the effective date of July 1, 2013,

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

In the Matter of Approving the Housing
Authority's FY 2013 Annual Plan (Agency
Plan), and related Certifications and
Attachments

RESOLUTION NO.1898

NOW THEREFORE BE IT RESOLVED that the Agency
Plan, its attachments and its certifications are approved, and the Executive Director of the Housing
Authority of Clackamas County is authorized to submit these documents to HUD.

DATED this ____ day of _____, 2013

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

John Ludlow, Chair

Recording Secretary

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

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

In the Matter of Approving the Housing
Authority's FY 2013 Annual Plan (Agency
Plan), and related Certifications and
Attachments

RESOLUTION NO.1898

NOW THEREFORE BE IT RESOLVED that the Agency
Plan, its attachments and its certifications are approved, and the Executive Director of the Housing
Authority of Clackamas County is authorized to submit these documents to HUD.

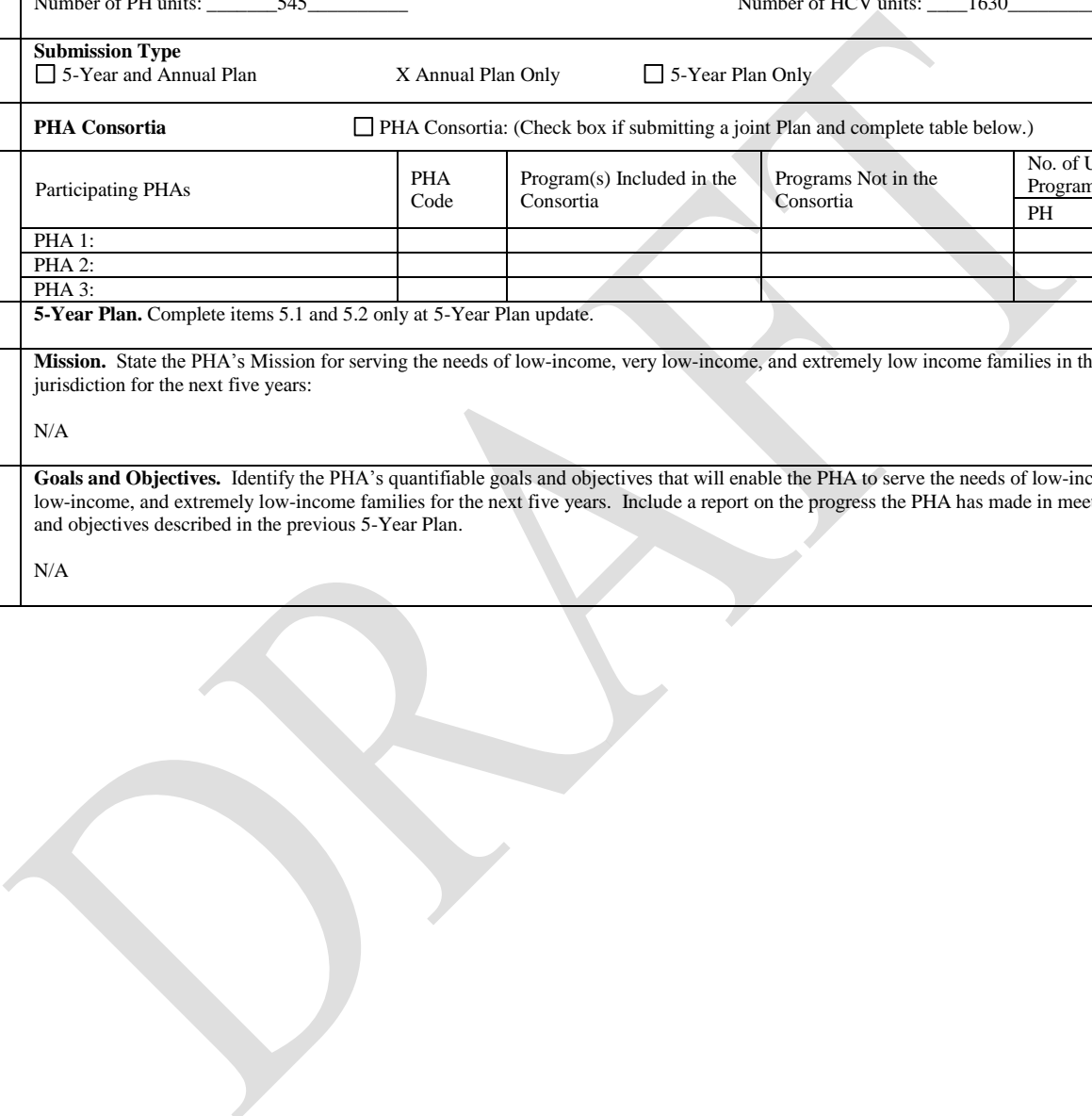
DATED this ____ day of _____, 2013

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

John Ludlow, Chair

Recording Secretary

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|------------|---|----------|--------------------------------------|-------------------------------|------------------------------|
| 1.0 | PHA Information PHA Name: _Housing Authority of Clackamas County ____ PHA Code: ___OR001_____ PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY):07/2013 _____ | | | | |
| 2.0 | Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: _____545_____ Number of HCV units: _____1630_____ | | | | |
| 3.0 | Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only | | | | |
| 4.0 | PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.) | | | | |
| | Participating PHAs | PHA Code | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program |
| | PHA 1: | | | | PH HCV |
| | PHA 2: | | | | |
| | PHA 3: | | | | |
| 5.0 | 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. | | | | |
| 5.1 | Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: N/A | | | | |
| 5.2 | Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. N/A | | | | |



PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

Agency-Wide Updates

- 1) HACC underwent a Strategic Plan process to identify the key policy and program issues needing to be addressed by the agency moving forward. This process involved extensive community and internal stakeholder involvement, and will elicit input to be used in improving operations and service delivery. The final plan is on hold pending the outcome of Clackamas County's Affordable Housing Work group.
- 2) HACC was a partner in issuing a Request for Proposals (RFP) for Supportive Housing Development in Clackamas County. This joint effort was sponsored by the Health, Housing and Human Services Department and includes funding from the Behavioral Health, Community Development, and Housing Authority Divisions. Projects awarded under this RFP will be targeted for alcohol and drug dependence recovery. Funding sources from the Housing Authority include Public Housing disposition replacement funds, project based vouchers, Veterans Affairs Supportive Housing (VASH) project based vouchers, and Shelter Plus Care project based vouchers.
- 3) HACC may submit a Move to Work (MTW) application in FY 2013.
- 4) The HACC Board of Commissioners has directed Clackamas County's Health Housing and Human Services Department to conduct a performance audit of HACC. The audit will analyze the extent to which:
 - the way in which programs are conducted, services delivered, outcomes, and the population served are in compliance with laws, regulations, contract provisions, grant agreements, and other requirements
 - resources are used in compliance with the laws regulations, or other requirements;
 - services and benefits are provided to citizens based on the individual's eligibility to obtain those services and benefits;
 - incurred or proposed costs are in compliance with applicable laws, regulations, and contracts or grant agreements; and
 - revenues received are in compliance with applicable laws, regulations, and contract or grant agreements.

6.0

The audit will also recommend any changes or improvements in the above areas.

- 5) Clackamas County is convening an Affordable Housing Work Group composed of members of the Board, representatives from the affordable housing community, landlords, Legal Aide, HACC residents, a service provider and citizens at large. The Work Group is tasked with examining policy direction for affordable housing in the County.
- 6) In response to federal funding decline including sequestration, HACC is examining its operations, programs and agreements to identify further efficiencies that can result in cost savings.

Housing Choice Voucher Updates

- 1) HACC received 25 VASH (Veterans Affairs Supportive Housing) Vouchers in April 2012. These vouchers serve US Veterans transitioning out of homelessness.
- 2) HACC received renewed funding for 1.5 FTE FSS staffing.

Administrative Plan Policy Changes:

- 1) HACC is facing financial funding uncertainty with Congress and therefore is looking at fiscal measures which may decrease HAP expenditure per family in order to preserve serving the same number of families per year. Some measures HACC is considering instituting this year could include:
 - Requiring a minimum rent of \$50.
 - Tightening Occupancy Standards to One Bedroom for every two people with the exception that head of household does not have to share a room with children.
 - Tightening move policy to limit moves based upon current lease up. If below 98% lease up no moves in a month would be approved.
 - Adding new policies regarding zero income families requiring monthly check-in.
 - Prorating all rents based on move dates.
 - Unbundling inspections from Annual Re-exam.
 - Tightening reporting requirement deadlines for Interim Examinations effective dates.
- 2) HACC is considering continuing the Regional Mobility Project for an additional year which allows clients to move and live in either Multnomah or Clackamas County. On June 30, 2013, HACC will have completed one year under the Mobility Project and the two agencies intend to measure outcomes such as landlord satisfaction, client satisfaction, number of clients served in each other's County.
- 3) HACC will add policy language for VASH vouchers (differences from HCV).

- 4) HACC will add a new Preference for referrals from the Workforce Development programs. Effective July 1, 2013, no more than 20 families or individuals total who have been referred by Community Solutions, or other pre-approved workforce organization, and are identified as active participants in the “Solutions to Work” program. Referrals must be actively engaged in Solutions to Work program and must meet program criteria. HACC and Community Solutions will enter into a Memorandum of Understanding (MOU) that provides clarity of roles and responsibilities.
- 5) The following changes were made to the Housing Choice Voucher Administration Plan after an October 18th BCC approval:
 - Added language to allow HACC to place Project Based Vouchers for specialized housing.
 - Added a preferences allowing HACC to give vouchers to clients being relocated due to a change in use or rehabilitation of an HACC owned local project.
 - Added a preference for victims of Domestic Violence and/or Child Abuse.
 - Require wait list changes to be submitted in writing rather than over the phone.
 - Defined and allowed Essential Family Members.
 - Capped Cell Phone Allowances.
 - Require HACC to use only the most recent bank statements for Asset calculations.
 - Increased Preference Voucher for Bridges to Housing participants from 20 to 35.
- 6) HACC plans to apply for Continuum of Care (COC) Bonus funding.
- 7) HACC plans to project base vouchers.
- 8) HACC intends to follow PIH notice 2013-03 and 2013-04 related to relief of administrative burden.

Public Housing/Asset Management Updates

- 1) HACC received a grant from Oregon Housing and Community Services to participate in the Housing Development Center's Asset Management and Portfolio Preservation (AMPP) program. The 18 month program allows each agency to take a detailed look at their portfolio's financial and physical performance and develop improved Asset Management systems and activities. HACC will graduate from the program February of 2013.
- 2) A Capital Needs Assessment (CNA) for HACC's affordable and special needs housing was completed in August of 2012. The CNA provides a comprehensive overview of capital needs for these properties and allow HACC to better plan for future improvements and rehabilitation.
- 3) HACC has appointed its new Resident Advisory Board.
- 4) HACC will be opening two or three Public Housing waiting lists in FY 2013.
- 5) HACC has updated its Admissions and Continued Occupancy Policy (ACOP). See Attachment C for a summary of non-regulatory changes.
- 6) HACC intends to follow PIH notice 2013-03 and 2013-04 related to relief of administrative burden.

Development Updates

1) Rehabilitation of the Easton Ridge Apartments (affordable housing) began in the early spring of 2013. The building siding shows visible signs of envelope failure due to poor site drainage and moisture penetration at the exterior envelope. Due diligence determined a project scope of work which includes: (1) replacing and upgrading the residential building envelope, (2) improving interior ventilation, and (3) addressing poor site drainage. The building envelope will be replaced completely, with new hardi-board siding and new windows. Rain screen venting will be installed behind the siding to improve ventilation. Interior ventilation will be upgraded by replacing bath fans with continuous-running fans, replacing recirculating range hoods with exterior-vented fans, and installing venting in the laundry areas to prevent moisture buildup. Insulation will be upgraded as part of the envelope replacement and all exterior doors will be upgraded. The scope of work will include making the property ADA compliant, with six newly designated units receiving upgrades as well as accessible routes at site amenities. Other exterior work includes landscaping and courtyard improvements, new site lighting, demolition of existing garages and carports, and resurfacing the parking lot areas. The project operates at full capacity and renovations will be undertaken with tenants in place.

The scale of the property makes it prohibitively expensive to undertake 100% of the interior upgrades at this time. The Easton Ridge renovation strategy is to undertake the maximum scope of work with minimal relocation, and all within a feasible budget. The scope of works includes upgrading kitchens in 100% of the units with new cabinetry, countertops, fixtures and appliances during the construction period with residents in place. In addition, bathroom upgrades would commence during the construction period with turnover units.

The project will be acquired by the Easton Ridge, LLC, HACC will serve as the managing member, and transition to Low Income Housing Tax Credit (LIHTC) property at closing.

- (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
- Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR
 - Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR
 - Housing Authority Hillside Property Management Office, 2889 Hillside Court, Milwaukie, OR
 - Housing Authority Website: <http://www.clackamas.us/housingauthority>
 - Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR

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| 7.0 | <p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <ol style="list-style-type: none"> 1) HACC was a partner in issuing a Request for Proposals (RFP) for Supportive Housing Development in Clackamas County. This joint effort was sponsored by the Health, Housing and Human Services Department and includes funding from the Behavioral Health, Community Development, and Housing Authority Divisions. Projects awarded under this RFP will be targeted for alcohol and drug dependence recovery and people receiving mental health services. Funding sources from the Housing Authority include Public Housing disposition replacement funds, project based vouchers, Veterans Affairs Supportive Housing (VASH) project based vouchers, and Shelter Plus Care project based vouchers. 2. HACC anticipates continuing its efforts to identify Mixed Finance Modernization or Development opportunities which could include a combination of public housing and Project Based Section 8/Low Income Housing Tax Credit (LIHTC) units. These efforts include revitalization of Clackamas Heights (AMP 1) as well as other to be determined off-site locations. 3. HACC anticipates submitting an Inventory Removal Application to HUD's Special Applications Center (SAC) in FY 2013 for approval to sell up to 145 scattered site public housing units in addition to the 21 that HACC already has SAC approval to sell. 4. HACC does not anticipate a Homeownership program in FY 2013. 5. HACC anticipates using Project Based Section 8 vouchers in FY 2013. |
| 8.0 | <p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p> |
| 8.1 | <p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> |
| 8.2 | <p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> |
| 8.3 | <p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> |
| 9.0 | <p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Attachment A: Housing Needs Table and Statement of Housing Needs</p> |
| 9.1 | <p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. N/A</p> |

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| 10.0 | <p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <ul style="list-style-type: none"> • HACC continues to participate in the Clackamas County Homeless Council. In this capacity, HACC continues to apply for and receive Continuum of Care funds for the Shelter plus Care program and the Jannsen Road Transitional Housing Program. • HACC has achieved a High Performer rating on its Section Eight Management Assessment Program (SEMAP). • HACC continues to be a High Performer in Public Housing. • HACC continues to use its Easton Ridge property to further provide affordable housing. Easton Ridge currently accepts Section 8 Vouchers, Shelter + Care participants, and clients from Springwater. • HACC continues to apply for and receive grant funding for 1.5 FTE housing choice voucher family self-sufficiency coordinators. • HACC received a new HUD Resident Opportunity and Self Sufficiency (ROSS) Grant. • HACC continues to maximize its Voucher utilization at 98% or greater and has adjusted Voucher Payment Standards as needed for its residents to find affordable housing. • HACC has consistently maintained high occupancy rates at 95% or greater in an efforts to serve those on the waitlist as quickly as possible. <p>The Capital Fund Program achievements are listed as part of attachments OR001a01- OR001f01</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>Discretionary changes (changes which are not mandated by regulation) in the plans or policies of the HACC which fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Housing Authority Commissioners. Discretionary changes include Capital Fund items that have a total expense in excess of \$250,000 in any single year.</p> |
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| 11.0 | <p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> |
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Attachment: OR001 A

Attachment A Housing Needs Tables

Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

| Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing | | |
|---|---------------|---------------------|
| | # of Families | % of Total Families |
| Waiting List Total | 3297 | |
| Extremely Low Income <= 30% of AMI | 2940 | 89% |
| Income >30% but <=50% of AMI | 331 | 10% |
| Income >50% but <80% of AMI | 25 | 1 % |
| Elderly | 439 | 13% |
| Individuals with Disabilities | 1067 | 32% |
| White (non-hispanic) | 2732 | 83% |
| Black (non-hispanic) | 348 | 11% |
| Hispanic (all races) | 190 | 6% |
| Native American (non-hispanic) | 84 | 3% |
| Asian/Pacific Islanders (non-hispanic) | 84 | 3% |
| Characteristics by Bedroom Size (Public Housing Only) | | |
| 0 BR | 416 | |
| 1 BR | 389 | |
| 2 BR | 410 | |
| 3 BR | 287 | |
| 4 BR | 51 | |

**Housing Needs of Families Below 80% Area Median Income
Clackamas County**

Reflects 2010 American Community Survey Census data unless otherwise noted.

| Family Type* | Overall | Afford-ability | Supply | Quality | Access-ibility | Size | Location |
|---|---------|----------------|--------|---------|----------------|------|----------|
| Income <= 30% of AMI | 10,373 | 5 | 5 | 4 | 2 | 3 | 4 |
| Income >30% but <=50% of AMI | 6,704 | 4 | 4 | 3 | 2 | 3 | 3 |
| Income >50% but <80% of AMI | 12,239 | 3 | 3 | 2 | 2 | 2 | 2 |
| Elderly** | 14,621 | 4 | 2 | 2 | 3 | 2 | 2 |
| Families with Disabilities- Total Population*** | 14,258 | 4 | 4 | 3 | 4 | 3 | 3 |
| White (non-hispanic) | 24,408 | 4 | 4 | 3 | 2 | 3 | 3 |
| Black (non-hispanic) | 350 | 4 | 4 | 3 | 2 | 3 | 4 |
| Hispanic (all races) | 2579 | 4 | 4 | 3 | 2 | 3 | 4 |
| Native American (non-hispanic) | 328 | 4 | 4 | 3 | 2 | 3 | 4 |
| Asian/Pacific Islanders (non-hispanic) | 737 | 4 | 4 | 3 | 2 | 3 | 4 |

* The Clackamas County average family size of 3 was used to for baseline AMI data.

** Elderly is defined as 65 years and over.

*** Disability Status Reflects American Community Survey 2009 Data

Attachment: OR001 B

Attachment B
Response to Fair Housing Requests

1)

a) HACC has made the following efforts in 2012 to examine impediments to Fair Housing:

- Continued annual Turn-Back analysis for Housing Choice Voucher program
- Received ongoing staff feedback of impediments and barriers to Fair Housing
- Participated in the development of the Clackamas County Impediments to Fair Housing study
- Conducted a resident survey with a targeted question related to barriers to affordable housing

b) List of identified impediments:

1) The following impediments were identified in the Impediments to Fair Housing Choice for Clackamas County:

- Violations of fair housing laws in renting and purchasing property
- Lack of knowledge of fair housing laws, including confusion about ADA and fair housing laws
- Patterns of disadvantage for minorities and other protected classes – location, income, education
- Lack of suitable affordable (including subsidized) housing in general, and lack of choice by quality, accessibility, location, type of units and access to opportunities
- Land use and other public policies may be barriers to developing affordable housing

2) The following Impediments were identified by residents of HACC's Public Housing and Section 8 Voucher program in a 2012 Resident Survey:

- Price/Cost
- Lack of Deposit/Application Fee
- Size of Housing
- Accessibility
- Rental History
- Criminal Background/History

2) Actions HACC has made to address these impediments identified in 2012 include:

- Implementation of a Mobility Pilot Project with Home Forward (Housing Authority in Multnomah County) to allow Housing Choice Voucher Residents to lease in Clackamas or Multnomah county. The originating Housing Authority maintains administrative responsibility over the resident regardless of the county of residence

- New preferences were established for Victims of Domestic Violence and participants of Workforce Development programs under the Housing Choice Voucher program
- Small Area Rents were established for Lake Oswego and West Linn to allow for higher payment standards in these communities which lack Affordable Housing opportunities
- HACC has committed to use Project Based Vouchers to allow for greater accessibility to affordable units, especially crucial for special populations such as people with disabilities, mental illness, and recovering from drug and alcohol addictions
- HACC established a new Landlord Outreach program for its Housing Choice Voucher program which consists of annual trainings and orientations, a quarterly newsletter, and targeted outreach to landlords in communities with low leasing rates
- Issued an RFP for Supportive Housing Development in partnership with other Health, Housing and Human Services agencies to provide greater opportunities for housing for those in recovery and living with mental illness
- Submitted a Continuum of Care grant application to HUD to provide funding for Project Based Shelter + Care units

3) Activities during 2012 with local jurisdictions:

- HACC Participated with the Clackamas County Impediments to Fair Housing process in 2012
- HACC Staff members have met with staff from local jurisdictions about affordable housing issues in 2012

4) Revisions to HACC's policies in 2012 include:

- New preferences were established for Victims of Domestic Violence and participants of Workforce Development programs under the Housing Choice Voucher program
- Small Area Rents were established for Lake Oswego and West Linn to allow for higher payment standards in these communities which lack Affordable Housing opportunities

5) HACC plans to make the following efforts in 2013 to examine its programs for impediments to fair housing choice:

- Continue the Annual Turn-Back analysis for the Housing Choice Voucher program
- Evaluate lease up rates of Housing Choice Voucher Units in the communities with new Small Area Rents (Lake Oswego and West Linn) to determine effectiveness and impact of these changes
- Monitor landlord participation and enrollment to determine additional needs for outreach and or/training
- Continue to receive feedback from staff regarding Impediments to Fair Housing
- Monitor lease up rates for preference populations under the Housing Choice Voucher program

6) HACC plans to take the following actions to advance identified impediments in 2013:

- Continue the Regional Mobility Pilot Project with Multnomah County to enable greater access to regional affordable housing opportunities
- Issue funding awards (as part of an agency-wide panel) under the Health, Housing and Human Services RFP for Supportive Housing Development
- Continue the Landlord Outreach program for the Housing Choice Voucher program including sending out quarterly newsletters and conducting annual orientations and trainings
- Continue to grant preference vouchers for certain populations
- Establish Project Based Voucher units that will be open to populations with special needs

7) The following activities will be conducted with local jurisdictions in 2013 to implement initiatives to fair affirmatively further fair housing:

- Participate in planning committees (as appropriate) that address regional affordable housing opportunities
- Conduct targeted outreach (as necessary) to Landlords and municipal staff in communities with low Housing Choice Voucher lease up rates

8) The following revisions to HACC's policies may be made in 2013:

- Establishment of additional preference vouchers for special needs populations

Attachment: OR001 C

Attachment C
Admissions and Continued Occupancy Policy (ACOP) Updates

Update detail effective: July 1, 2013

| Item | Chapter and Page | Content Change Description | Change |
|------|------------------|---|---|
| 8 | 3-13 | Adds back criteria for addition of an Essential Family Member inadvertently deleted from the last edition of the ACOP | <p>Add 3.1L Essential Member Addition to the Household</p> <p>An essential member of the household may be added as a family member when it is necessary to reside with an elderly or disabled family member for the mental health and welfare of the family member. The necessity of adding a essential member to the family must be evidenced by a doctors certification, or must be deemed essential and so certified, by Mental Health or other responsible source. To be added to the household as a family member the Essential Household Member must meet all tenant eligibility criteria as required of newly admitted applicants.</p> <p><u>HACC Policy</u></p> <ol style="list-style-type: none"> 1. Before any Essential Family Member may be moved into a unit, a third-party verification must be supplied that establishes the need for such family support and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care. 2. The Essential Family Member has the right to Public Housing assistance as a remaining member of a participant family. 4. The income of the Essential Family Member is counted in determining the family's rent; 5. An essential family member can be a single person. An Essential Family Member with a family may also be considered, provided that the addition of the additional family members does not result in overcrowding of the existing unit. 6. An essential family member and their family members will be required to meet screening requirements and must pass HACC's criminal background screening with respect to past behavior. |

Required Submissions: OR001 (a)

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, _____ the _____ certify that the Five Year and
Annual PHA Plan of the _____ is consistent with the Consolidated Plan of
_____ prepared pursuant to 24 CFR Part 91.

Signed / Dated by Appropriate State or Local Official

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 7/1/13 hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of Clackamas County

OR001

PHA Name

PHA Number/HA Code

 5-Year PHA Plan for Fiscal Years 20 - 20

 X Annual PHA Plan for Fiscal Years 2013 - 2014

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | |
|--|---|
| Name of Authorized Official John Ludlow | Title Chair, Clackamas County Board of Commissioners |
| Signature | Date |

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

Required Submissions: OR001 (b)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Required Submissions: OR001 (c)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | |
|-----------------------------|-------------------|
| Name of Authorized Official | Title |
| Signature | Date (mm/dd/yyyy) |

Required Submissions: OR001 (d)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Required Submissions: OR001 (f)

PUBLIC MEETING NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's Draft Fiscal Year 2013 Annual Plan shall be held on January 15th, 2013, at 10 AM at the Clackamas Heights Community Center, located at 13900 S Gain Street, Oregon City, OR 97045. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A public hearing to comment on HACC's 2013 Draft Plan will be held on March 21st, 2013, before the HACC's Board of Commissioners. The Commissioners meet at 6:00 PM, in their hearing room at the Public Services Building located at 2051 Kaen Road, Oregon City, Oregon. Everyone is welcomed to attend and comment on the proposed Plan.

HACC has developed its Plan in compliance with the Quality Housing and Work Responsibility Act of 1998 and Federal Register, Docket No. FR-4829-N-01. The Plan includes the 2012 Annual Statement for the Capital Fund Program (CFP). The Annual Plan also includes the CFP Performance and Evaluation (P&E) reports and budget revision requests for grant years 2008, 2009, 2010 and 2011.

The Draft Plan is available for review from January 23rd, 2013 through March 8th, 2013. Copies can be obtained on-line at www.clackamas.us/housingauthority/ and hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, HACC's Property Management Offices at 13900 South Gain Street, Oregon City, OR and HACC's Hillside Manor Office at 2889 S.E. Hillside Court, Milwaukie, OR. HACC's Property Management offices are open Monday through Friday, 8:30 AM to 5 PM and the Administrative Building is open Monday through Thursday, 8 AM to 6 PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Oak Grove, OR. Written comments should be directed to Trell Anderson, Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045. These comments must be received by March 8th, 2013.





Sign-in Sheet
RAB Annual Plan Meeting 1.15.2013

| Name | Location/Business | Telephone | E-mail |
|--------------------|---|--------------|---------------------------------------|
| Ron Rubino | Legal Aid | 503.224.4086 | ron.rubino@lasoregon.org |
| Jemila Hart | HACC Legal Aid | 503-702-1587 | Jemilahar@co.clackamas.or.us |
| Shirley Sobolewski | RAB | 503-653-9068 | |
| Marge Jackhart | RAB | 503-342-6123 | |
| David Muñoz | RAB | 503-752-4827 | King BOWAN AT COMCAST.NET |
| Diane Barry | RAB | 503 806 3872 | barryface@hotmail.com |
| Linda Keener | RAB | 503 655 3465 | |
| Shirley Stanton | RAB | 503 344 4443 | |
| Laura A. Bales | RAB | 503-969-7193 | laurie-Bales@Hotmail.com yans1649@ |
| Kate Yans | RAB | 503 360 2629 | comcast.net anarchyangels462@ |
| Emily Kelly | RAB | 503-896-4360 | @hotmail.com |
| Gary Knopper | HACC | 503-655-8705 | |
| Conja Souder | HS HACC | 503-794-8079 | |



Sign-in Sheet
RAB Annual Plan Meeting 1.15.2013

| Name | Location/Business | Telephone | E-mail |
|------------------|-------------------|--------------|--------|
| Kesi Robinson | OCVM | 503-650-8340 | |
| Elizabeth Miller | HACC | X 3165 | |
| Craig Beals | HACC | X 3100 | |
| Anne O'Reilly | HACC | X 3145 | |
| Josh Teigen | HACC | X 3143 | |
| Toni Karter | HACC | X 3139 | |
| Jane Brown | HACC | | |
| May-Randoman | HACC | X 8279 | |
| | | | |
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HACC Annual Plan 2013

1.15.13 RAB MEETING

AGENDA

10:00-10:15 Welcome and Introductions

Toni Karter

NOTES: 24 people in attendance

Toni highlights the importance of comments and questions

10:15-11:15 Plan Updates

- Agency-Wide Updates

Mary-Rain O'Meara

Strategic plan focuses on the future path of the agency; gathering input from a variety of sources; expect results to be shared at a spring meeting

Move to work (MTW) application for 2013: benefits include combined funding with MTW status. This was included in last years annual plan. HACC did not apply last year due to work load and quick timeframe.

Discussion followed:

What are the negatives? Policy changes that have not been popular; HUD has requirements we need to follow. Requirements like: minimum rents; time limits? New policies would need to be generated.

Positives include: Since funding can be combined, HACC reserves that were restricted can be used for programs and then our reserves do not limit future monies received; HACC would be required to have meetings/ public comments before implementing new policies.

- Housing Choice Voucher

Toni Karter

1. 19 replacements (scattered sites); 44 enhanced at River Glen (half moved and they became regular vouchers); 25 VASH vouchers (trouble filling them)
2. 1.5 FTE FSS grant ; Gary Knepper has exceeded grant expectations both in the number of families served and the percentage of families with escrow accounts. Applause

Administrative Plan Policy Changes:

1. Financial Funding measures HACC is considering

Discussion: Number of bedrooms

Question: Will the number of bedrooms policy be eligible for reasonable accommodation? YES.

Discussion: Tightening move policy

high performer must have lease up at 98%; look at limiting moves, means all moves; Domestic Violence is not acceptable for reasonable accommodation. Landlords use end of lease as reason to move.

Discussion: Zero income families

considering zero income tenants attend classes; would the public housing “form” be used by S8; housing staff is too lean to implement much more than self reporting; would there be any time limit for zero income families in housing – currently no time limit; SSI benefit application can take 3 months to 3 years;

Discussion: Prorating rents

negatives: landlord likes security, damage loss; security deposit would cover damages

positives: cost savings

Discussion: Unbundling inspections

Inspections by location rather than annual re-exam saves resources, inspections are required every 12 months therefore a waiver (expected) would need to be granted to cover the transition period.

Discussion: Interim exams

job loss and other tenant situations prompt short notice interim exams and landlord/tenant issues; HACC is considering cutoff dates for interim changes; landlords want 30 day notice as well

2. Regional Mobility Project

HACC – saves admin fee on vouchers used in MULT Co.; currently influx to CC. long range should zero out; saving 35 clients admin fees this year

3. VASH policy language: 120 days to search for VASH housing (60 days all others); only 3 extensions; no more turnbacks than usual. Mary-Rain will forward statistics to Ron Rubino.

4. Workforce Development preference: 20 vouchers for female ex-inmates referred by “Community Solutions” – separate waitlist for them-YES; tenant based/project based/ preference

5. Changes to HCVAP:

Discussion: DV and CA preferences will be for 1 year only; Essential family members we see a lot of aging parents; increase in Bridges to Housing vouchers – 15 one time only

COC: voucher + case management; app for 5 more S+C currently 35 S+C: Bridges does not overlap S+C; Project based vouchers reduces general vouchers (good for hard to house population)

Question: Will these preference changes apply to Easton Ridge? No, unless the Easton Ridge rehabilitation causes a need for an offsite relocation.

Public Housing Updates

Dan Potter

Property management – day to day operations

Asset management – long view, planning: replacement reserves needed (can we afford the properties we own?)

HACC WILL open two Public Housing lists (out of 20) in 6-8 months: Hillside manor:1br and OregonCity: 2br waiting lists (lottery system – not first come first served)

Please refer to Tab C.

Capital Needs Assessment: 100 units 25 properties; timeline of capital needs (grounds, structure, HVAC)
green HUD: physical needs + energy audit/ spring 2013
tool to better understand our properties and financial needs

- Development

Mary-Rain O'Meara

Easton Ridge has 264 units not PH some V; deemed affordable housing;
funding is lining up to move forward; the project timeline is 18 months; hope for no offsite relocation; 6
accessible units; everyone will get a new lease- tax credit; will employ 10 tenants;

Hope 6: reviewed items 1-5

- Housing Needs and
Additional Info

Mary-Rain O'Meara

Please see sections A and B; Small area rates for Lake Oswego and West Linn were increased to increase
low lease up; State is looking into S8 as protected class for rentals; the clackamas county impediment to
fair housing process released its data on 1.16.2013; the draft was the source for the list of impediments
presented in b)

11:15-11:45 Capital Fund Overview

Dan Potter and
Josh Teigen

Capital Fund:

HUD has two pools – 1. Operations and utilities; 2. Capital fund (see handout detailing uses) bulk of
money spent in addressing deferred maintenance

Decreased funding past two years

Josh – tab E – tab H (P&E reports) Past grants reporting

Tab I: this year plan: see Summary page handed out

tab J: next 5years

Handout: 2012 CF Project / Planned 2013 CF Projects and 2013 CFB Summary

Discussion: HACC took advantage of City of Milwaukie window to switch from septic to sewer;
wheelchair access; REACT site review good for 3 years as a high performer; overview of expenses
included in the CF Account numbers.

Questions: Contractor needs an OR license to perform work in Oregon? Mold testing is for inside the
units? Josh will follow up on tenant's mold issue. Condensation and ventilation discussion
Scattered sites: some are tired and need work, built in 1979 - 1981; HACC will put money in to keep em
livable even when they may be sold later. Who would be getting the testing services? As needed,
annual inspections is a good source, few resident calls. Asbestos info is known (old flooring under
existing so its currently contained)

11:45-12:00 Annual Plan Timeline/ Questions and Answers All

Mary-Rain reviews annual budget timeline; Next RAB meeting in July 2013; the budget is always approved on time; RAB participant inquires about strategic plan residents focus group results. MR follow up with facilitator – residents who participated will get notes. (Notes were received and sent 1.17.2013)

Question: Is office being moved? Resident survey question re: office relocation. No plans to move at this time.

Resident moves to accept this annual plan. Marge seconds. Unanimous Approved

Housing Authority of Clackamas County

Capital Fund Eligible Expenses

Eligible expenses include the following:

- Development, financing, and modernization of public housing projects, including the redesign, reconstruction, and reconfiguration of public housing sites and buildings (including accessibility improvements) and the development of mixed-finance projects;
- Vacancy reduction;
- Addressing deferred maintenance needs and the replacement of obsolete utility systems and dwelling equipment;
- Planned code compliance;
- Management improvements;
- Demolition and replacement;
- Resident relocation;
- Expenditures to facilitate programs to improve the empowerment and economic self-sufficiency of public housing residents and to improve resident participation;
- Safety and security programs and capital improvements related to safety and security. ;
- Homeownership activities, including programs under section 32 of the 1937 Act (42 U.S.C. 1437z-4).

January 14, 2013

2012 CF Projects

- #12001 AMP Wide Cabinet Replacement - \$50,000.00. HACC hired an on demand cabinet contractor.
- #12002 Scattered Sites Modernization Work - \$278,042.00. HACC hired a contractor to modernize 2 units, switch 11 units from septic to city sewer, replaced driveways @ 6 units, install new perimeter fencing @ 7 units and resided 2 units.
- #12003 Admin Site Lighting - \$4,570.77. HACC hired a contractor to install two new light poles at the Administration building to increase safety.
- #12005 OCVM Street Paving - \$196,227.00. HACC hired a contractor to repave Longview way and install 11 new curb ramps and restriping of the curbs.

Planned 2013 CF Projects

- Modernize a total of 4 scattered site units in the Milwaukie area.
- Modernize HACC Operation Office.
- Install/replace front & back door opener at Hillside Manor and replace keying software.
- Repair 10-15 decks at Clackamas Heights.
- Prepare & hire contractor to perform Physical Needs Assessment and Energy Audit on HACC's Public Housing.
- Building repairs at the Community Centers at Hillside Park and OCVM.
- HACC to hire out a new two year on demand contract for relocation/moving services.
- HACC to hire out a new two year on demand contract for Asbestos/Mold testing.
- HACC to hire out a new two year on demand contract for Asbestos/Mold abatement.

**Housing Authority of Clackamas County
2013 Capital Fund Budget Summary**

| 2009 Physical Needs Assessment | | Physical Needs Hard Cost Total | Clackamas Heights AMP 1 | Hillside Park AMP 3 | Oregon City View Manor AMP 4 | Hillside Manor AMP 5 | Scattered Sites AMP 2 | Admin/ Maintenance Buildings | Community Centers/ Laundry | Non-Dwelling Space |
|--------------------------------|--|--------------------------------------|-------------------------------|---------------------------|------------------------------------|----------------------------|-----------------------------|------------------------------------|----------------------------------|-----------------------|
| | Physical Needs Assessment | \$ 35,571,074 | \$ 8,575,217 | \$ 5,156,728 | \$ 6,501,086 | \$ 5,680,541 | \$ 8,047,800 | \$ 937,100 | \$ 92,602 | \$ 580,000 |
| | PHA-Wide Management Needs | \$ 3,932,922 | | | | | | | | |
| | PHA-Wide Administration | \$ 625,760 | | | | | | | | |
| | PHA-Wide Other | \$ 145,301 | | | | | | | | |
| | PHA-Wide Operations | \$ 943,761 | | | | | | | | |
| | Total Physical and Management Needs | \$ 41,218,818 | | | | | | | | |
| Acct # | 2013 Capital Fund Budget | Total Budgeted Costs | | | | | | | | |
| 1406 | HA-Wide Operations (20% Max) | \$ 178,500 | | | | | | | | |
| | HA-Wide Management Improvement | | | | | | | | | |
| 1408 | Resident Services expenses | \$ 141,700 | | | | | | | | |
| | Administration (10% Max w/o in house A&E) | | | | | | | | | |
| 1410 | Central Office, Capital Fund admin and audit | \$ 89,000 | | | | | | | | |
| 1410 | CFP Capital Improvement Coordinator A&E design work | \$ 38,860 | | | | | | | | |
| 1411 | Audit | \$ 6,500 | | | | | | | | |
| | PHA Wide Fees and Costs | | | | | | | | | |
| 1430 | Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses | \$ 50,350 | | | | | | | | |
| | PHA Wide Site Improvements | | | | | | | | | |
| 1450 | Paving, fencing, landscape, garden, utilities, 504 accomodation | \$ 27,500 | | | | | | | | |
| | PHA Wide Dwelling Improvement | | | | | | | | | |
| 1460 | Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations | \$ 290,000 | | | | | | | | |
| | PHA Wide Dwelling Equipment | | | | | | | | | |
| 1465 | Ranges and refrigerators | \$ - | | | | | | | | |
| | PHA Wide Non-Dwelling Equipment | | | | | | | | | |
| 1475 | Tools, equipment, furnishings, vehicles, Office equipment | \$ 25,424 | | | | | | | | |
| 1495 | Relocation Costs | \$ 15,000 | | | | | | | | |
| | Asset Managed Properties - specific projects | | | | | | | | | |
| 1450 | Site Work (concrete, drive, walks, landscape, drainage) | \$ - | | | | | | | | |
| 1460 | Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.) | \$ - | | | | | | | | |
| 1460 | Energy Improvements per Energy Audit | \$ - | | | | | | | | |
| 1470 | Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.) | \$ 30,000 | | | | | | | | |
| | Grand Total Capital Fund Budget | \$ 892,834 | | | | | | | | |

Timeline for HACC Annual Plan 2013

PHA Plan DUE: April 17th 2013

| | |
|---|---|
| Send First Draft to Managers and CF-Request for Input | 11/13/2012 |
| First Draft Due back from Managers | 11/22/2012 |
| Finalize First Draft | 11/29/2012 |
| Confirm RAB Membership | 12/3/2012 |
| Draft to HACC Staff | 12/3/2012 |
| Compose Public Review Notice | 12/13/2012 |
| Review with Staff (All Staff Meeting) | 12/14/2012 |
| Submit Catch All Chronicle Public Notice | 12/14/2012 |
| Final Comments/Changes Due from Staff/Mngrs | 12/20/2012 |
| Submit Advertisement for Public Review | 1/2/2013 |
| Mail Invitations to RAB with Draft Plan | 1/2/2013 |
| Follow-up phone contact with RAB | 1/9/2013 |
| Res. Advisory Board Mtg. | 1/15/2013 10:00am – 1:00pm |
| RAB input/Final Draft | 1/22/2013 |
| Deliver Draft Plans Library, HACC, HACC webpage | 1/23/2013 |
| Public Review | 1/23/2013-3/8/2013 (Required 45 days) |
| Draft Plan to H3S/BCC (Linda Anderson) | 3/12/2013 by 12 noon |
| BCC Public Hearing | 3/21/2013 |
| Final plan to H3S/BCC (Linda Anderson) | 3/26/2013 by 12 noon |
| BCC Consent Agenda | 4/4/2013 - Special Request Meeting |
| First Submission to HUD | 4/8/2013, but no later than 4/17/2013 |
| HUD Review Begins | 4/17/2013 (HUD gets 75 days to review) |
| Effective Date | 7/1/2013 |

Required Submissions: OR001 (g)



Dear Resident Advisory Board Members,

Given the continued Congressional cuts to funding that Housing Authorities are experiencing,, HUD has agreed to and issued regulatory waivers from some of the administrative burdens of program compliance. HUD issued PIH Notices 2013-03 and 2013-04 which establish temporary guidelines for Housing Authorities to voluntarily use for Public Housing and the Section 8 Program. The Housing Authority of Clackamas County (HACC) intends to adopt all waivers for as long as available and/or extended by HUD and will make the waivers a part of their policies governing the Section 8 Program and Public Housing.

In particular, HACC is adding the following wording to the Annual Plan on pages 2 and 3 under **Administrative Plan Policy changes and Public Housing/Asset Management Updates** allowing itself the option of using the following waivers at its discretion:

1. HACC may opt to use the participant's most recent 12 months of income information available in HUD's Enterprise Income Verification (EIV) in verifying income. This option would only be used if the HACC Occupancy Specialist sees it as a superior source of income than is being provided by the participant.
2. HACC will allow households to self-certify as to having assets of less than \$5,000.
3. HACC may allow optional streamlined annual reexaminations for elderly families and disabled families on fixed incomes.
4. HACC may establish on a case-by-case basis for reasonable accommodation only a payment standard of not more than 120 percent of the fair market rent without HUD approval. This payment standard would not be automatic and the 110% payment standard would always be applied first.

A copy of both PIH Notices 2013-03 and 2013-04 are attached for comments. If you have any questions or concerns regarding the adoption of these waivers, please contact Toni Karter at 503-650-3139 or email tonikar@co.clackamas.or.us.

Sincerely,

Toni Karter, Housing Services Manager, Section 8 Program

Oreilly, Anne

From: Ron Rubino [Ron.Rubino@lasoregon.org]
Sent: Wednesday, March 06, 2013 11:54 AM
To: Oreilly, Anne; Karter, Toni
Cc: Potter, Dan (Housing)
Subject: RE: HACC Annual Plan; Voucher preferences

Hello Anne and Toni,

In reviewing the annual plan and drafting comments, I ask that you please help inform me by confirming a couple things:

- What is the current number of average monthly Voucher turnovers?
- What number of Vouchers are assigned monthly to meet each of those preferences?
- What are all the preferences and how many Vouchers are assigned to them?

Finally, has there been any recent update to the Voucher Turnback Study? If so, what does it show? And may I please ask for a copy?

As always, I appreciate your help.
Thank you,
Ron

Ronald J. Rubino
Legal Aid Services of Oregon
921 SW Washington Street, Suite 500
Portland, Oregon 97205
Phones: (503) 224-4086 x 150
1 (800) 228-6958; 1 (888) 610-8764
Fax (503) 295-9496

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From: Oreilly, Anne [<mailto:AOREILLY@CO.CLACKAMAS.OR.US>]
Sent: Tuesday, March 05, 2013 10:59 AM
To: Ron Rubino
Cc: Karter, Toni; Potter, Dan (Housing)
Subject: HACC Annual Plan

Hello Ron,

The deadline for public comments on the annual plan is this Friday, March 8th. Will you be submitting any comments? A call or email will do. Hope you're doing well.

Anne O'Reilly
HACC Admin Analyst II
AOREILLY@CO.CLACKAMAS.OR.US
503-650-3145

Oreilly, Anne

From: Becker, Cindy
Sent: Tuesday, March 05, 2013 3:14 PM
To: HACC - Everyone
Cc: Swift, Richard; Abrams, Aaron; Wheeler, Steve; Newton, Nancy; Schmidt, Gary; Drury, Nancy; Stotik, Mark
Subject: Changes at HACC
Importance: High

To All HACC Employees -

As you are all too aware, there has been a lot of activity involving the Housing Authority over the past couple of months. The purpose of this email is to summarize where we are and what's ahead:

Management

- Dan Potter was appointed to be the Interim Executive Director at last week's Board of Commissioners meeting. He will be responsible for the day-to-day operations of HACC. He will be back-filling his position as Asset Manager on an interim basis as well.
- Chuck Robbins, Director of Community Development, has assumed the Easton Ridge Project Manager role for the duration of the construction phase. Andrea Sanchez and Mary Bradshaw will work with him on all aspects of this project and he will coordinate key activities with Dan and Rich.

During the discussions about Easton Ridge, the Board raised many questions about affordable housing and the county's role. They were clear in their support of affordable housing for vulnerable individuals and families but felt they needed more information about what it entailed and HACC's role and responsibilities. To that end, they asked staff to initiate the following activities:

- **Performance Audit**
Bring in an independent auditor to conduct a performance audit of HACC. A performance audit is different from a financial audit that focuses on "the books". (HACC has an annual financial audit from an outside firm.) This audit will focus on HACC's compliance with laws, regulations, contracts, grants, and other applicable requirements in relation to its programs, services, target populations, and resources. The audit will also recommend any changes or improvements in these areas. The audit report and associated findings will be presented to County Administration and the Board upon completion. Once we select an audit firm, I will update you on how it will proceed.
- **Affordable Housing Work Group**
Put together an Affordable Housing Work Group (for purposes of this group "Affordable Housing" included public housing, section 8, rent subsidies, etc.) The purpose of the group is two-fold:
 - To recommend strategic policy direction(s) and goals to address affordable housing needs in Clackamas county for low income individuals and families
 - To recommend option(s) regarding the role of the Housing Authority in planning, delivering, managing, and investing in affordable housing.

The work group will be made up of 2 County Commissioners, an individual with expertise in affordable housing, legal aide, 2 residents of affordable housing, landlords (who take/do not take section 8) , a service provider, 2 members of the public at large, the HACC Interim Director and the H3S Director. They will meet over the next few months and identify housing issues and policies, review relevant background material, and identify housing

priorities along with key policy directions. Once this work is done, they will review HACC responsibilities and structure, research other models, and evaluate potential models relative to impacts on the target population(s), staff, finances, and community capacity/partners. The Work Group will present its findings and recommendations to the Board for their consideration.

HACC Plan Comments, Tom Cusack, March 19, 2013

To: Clackamas County Commission

FM: Tom Cusack, Lake Oswego Resident

Subject: Affirmatively Furthering Fair Housing Comments on Draft HACC Annual Plan

| Problem | Recommended Corrective Action |
|--|--|
| <ol style="list-style-type: none"> 1. The plan fails to accurately report the details about which communities in Clackamas County are performing better on providing affordable housing, including the use of one of the largest housing resource in the county, the HUD housing choice vouchers. This can result in the concentration of assisted housing and disparate impacts on protected groups. 2. The location of project based units are shown on a map, but underlying data, including census tract ID and poverty data is not provided in the report. | <ol style="list-style-type: none"> 1. In year 1, construct an updated table using HACC voucher data showing the ratio of vouchers to occupied rental housing in each CC community. (SEE example in Attachment 1, which shows that the ratio in the largest city in county [Lake Oswego] ratio is only 1/8th the countywide average. 2. In year 1, analyze voucher and project based data and highlight AND publish the difference in the availability of affordable housing by community as well as the variable local rate of property tax exemptions granted for affordable housing. |
| <ol style="list-style-type: none"> 3. The housing authority plans to sell up to their remaining inventory of 145 scattered site units is not detailed in the Analysis of Impediments. These units house members of protected classes and it is possible that some of these units are located in areas with low poverty rates. Sale of these units may have adverse impacts on protected classes and projects funded with proceeds from the sale could be located in lower opportunity areas with higher poverty rates or higher transportation costs than the neighborhoods where the existing units are located. | <ol style="list-style-type: none"> 3. In year 1, prepare and publish a demographic profile of the tenants of the public housing units for sale AND a profile of the census tracts in which units are located to include the poverty rate of the census tract and transportation costs for those census tracts. Publish an explanation of where sales proceeds are projected to be used and compare the demographics of the location of projects to be funded with the demographics of the existing public housing units, including poverty rates and transportation costs. Before submission to the HUD SAC publish the plan for sale of scattered public housing for public comment. |

Attachment 1

| Example of Rate of Housing Choice Vouchers in Clackamas County Cities, December 2011 | | | | | | | | | | | | |
|---|----------------|-----------------|----------------------|-----------------------|---------------|---|---|---------------------------------|---------------------------------------|--|--------------------------------|---------------------------------|
| City | Owner-occupied | Renter-occupied | Total Occupied Units | Occupied Rental Units | Voucher Units | % Occupied Rental Units that are Vouchers | % of All Occupied Units that are Vouchers | Rank, Voucher % of Rental Units | Rank, Voucher % of ALL Occupied Units | | Per 1000 Occupied Rental Units | Per 1000 Occupied Housing Units |
| Total | 67% | 33% | 80,052 | 26,423 | 1,444 | 5.5% | 1.8% | | | | 55 | 18 |
| Happy Valley | 88% | 12% | 4,408 | 529 | 107 | 20.2% | 2.4% | 1 | 4 | | 202 | 24 |
| Milwaukie | 59% | 41% | 8,667 | 3,553 | 575 | 16.2% | 6.6% | 2 | 1 | | 162 | 66 |
| Oregon City | 64% | 36% | 11,973 | 4,310 | 293 | 6.8% | 2.4% | 3 | 3 | | 68 | 24 |
| Gladstone | 59% | 41% | 4,540 | 1,861 | 116 | 6.2% | 2.6% | 4 | 2 | | 62 | 26 |
| Mollala | 66% | 34% | 2,857 | 971 | 51 | 5.3% | 1.8% | 5 | 5 | | 53 | 18 |
| Sandy | 64% | 36% | 3,567 | 1,284 | 56 | 4.4% | 1.6% | 6 | 7 | | 44 | 16 |
| Canby | 67% | 33% | 5,647 | 1,864 | 79 | 4.2% | 1.4% | 7 | 8 | | 42 | 14 |
| Estacada | 60% | 40% | 1,062 | 425 | 17 | 4.0% | 1.6% | 8 | 6 | | 40 | 16 |
| Damascus | 91% | 9% | 3,621 | 326 | 7 | 2.1% | 0.2% | 9 | 12 | | 21 | 2 |
| Wilsonville | 46% | 54% | 7,859 | 4,244 | 76 | 1.8% | 1.0% | 10 | 9 | | 18 | 10 |
| West Linn | 78% | 22% | 9,523 | 2,095 | 33 | 1.6% | 0.3% | 11 | 10 | | 16 | 3 |
| Lake Oswego | 69% | 31% | 15,893 | 4,927 | 34 | 0.7% | 0.2% | 12 | 11 | | 7 | 2 |
| Barlow | 93% | 7% | 44 | 3 | 0 | 0% | 0.0% | 13 | 13 | | 0 | 0 |
| Johnson City | 94% | 6% | 268 | 16 | 0 | 0.0% | 0.0% | 14 | 14 | | 0 | 0 |
| Rivergrove | 88% | 12% | 123 | 15 | 0 | 0.0% | 0.0% | 15 | 15 | | 0 | 0 |

Potter, Dan (Housing)

From: Potter, Dan (Housing)
Sent: Thursday, March 21, 2013 8:03 AM
To: 'Tom Cusack'
Subject: RE: Written Testimony for Public Hearing on Housing Authority Annual Plan Tonight March 21

Tom,
I will see that your comments are entered into the record at the meeting this evening.
Daniel Potter
Interim Executive Director
Housing Authority of Clackamas County
503.650.3537

From: Tom Cusack [<mailto:housepdx@gmail.com>]
Sent: Thursday, March 21, 2013 7:54 AM
To: BCCMail
Cc: Becker, Cindy; Potter, Dan (Housing)
Subject: Written Testimony for Public Hearing on Housing Authority Annual Plan Tonight March 21

Good morning, this is Tom Cusack.

I am a Lake Oswego resident and a retired HUD Field Office Director. While I serve on a number of non profit and advisory groups, including the Housing Development Center, the attached testimony is mine personally and not of those organizations.

On February 25th, I made several Affirmatively Furthering Fair Housing comments to the Community Development Department on its Affirmatively Furthering Fair Housing Plan . Those comments include comments that also relate to the Housing Authority and it's Annual Plan. I included the former Housing Authority Executive Director Trell Anderson as one of the CC's on my email.

All of my prior comments, *with suggested corrective actions*, are **HERE**.

I don't see any of my housing authority related comments yet reflected in the Housing Authority Annual Plan, nor have I see any revisions to the Analysis of Impediments from the CD Department.

For the sake of convenience I have extracted my comments that directly relate to the Housing Authority plan and am attaching a 2 page PDF file to this email as my comments on the draft HACC plan. **I would appreciate consideration of my comments for the public hearing tonight and their inclusion in the public record of the meeting.**

I am copying Cindy Becker and Dan Potter on this transmittal.

Thanks,
Tom Cusack

Spam



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March 20, 2013

Dan Potter, Executive Director
Toni Karter, Voucher Program Administrator
Housing Authority of the County of Clackamas
P.O. Box 1510
Oregon City, Oregon 97045

Re: Comments on the Housing Authority's 2013 5-Year and Annual Plan

Dear Dan and Toni:

At Legal Aid we welcome the invitation each year from the Housing Authority to join in the public plan process and to comment on the Five Year and Annual Plan. And I personally thank you both for taking time to discuss the plan and respond to questions. Legal Aid makes these comments in respect of your work and in appreciation of the Housing Authority's history of strong commitment to serving the housing needs of residents of Clackamas County and furthering fair housing.

To assure that the plan affirmatively furthers fair housing, as required by HUD in its Civil Rights Related Program Requirements, the Housing Authority should use the County's recent 2012 Analysis of Impediments to Fair Housing (AIFH) to guide the planning process. By using the data and observations in the AIFH the Housing Authority can redress historical patterns of inequity in housing and avoid perpetuating them.

VOUCHER PREFERENCES:

Accordingly, these comments focus on the Section 8 Administrative Plan and the preferences that allot Housing Choice Vouchers. In brief, the Voucher preferences the Housing Authority continues to adopt, *including outside of the ordinary annual plan process in 2012*, while certainly well intended, risk usurping the County's best housing resource and will result in an imbalance in availability. The imbalance, or inequity, is such that despite the recent closure and purging of the Voucher Wait List, the reduced number of Vouchers now available to low income families makes the wait approximately 14 years, effectively denying them this most-valuable housing opportunity.

Vouchers are the top rung of federally-subsidized housing assistance. This deep subsidy provides even the lowest income households an opportunity for safe, decent, affordable housing consistent with the goal of National Housing Act of 1949. Because Vouchers join a government program with

the private housing market they also vitalize the community with \$11 million of wealth that ripples into the local economy.

Vouchers are intended to improve the community by alleviating poverty, inequity and social blight; and to increase housing choice for those with very limited housing opportunity. Hence the name -- Housing Choice Vouchers. The importance of choice in housing is critical. The rationale of both the Communities of Opportunity approach to development and Opportunity Mapping is to further integration, increase opportunity for those who historically have lacked it, and eliminate concentrations of poverty and minority households. (*See AIFH, pp. 27 -28*). A two-fold benefit results: Vouchers assist households and strengthen communities, making them more stable, safer and more diverse.

Vouchers are HUD's primary program to meet the nation's housing goals. To best do so, HUD historically targeted Section 8 Certificates to assist people with the most severe housing problems and HUD adopted "federal preferences" that required housing authorities first to serve individuals and families that were (i) paying more than 50% of their income towards housing; (ii) living in severely substandard housing, and (iii) involuntarily displaced from housing.

In the Quality Housing and Work Responsibility Act (QHWRA) of 1998, Congress recognized that fine-tuning Voucher preferences can affirmatively further fair housing and allowed local jurisdictions to determine how best to target this resource in their own communities by adopting local preferences. Ideally, this allows jurisdictions to focus on specific housing needs in the community and measure and redress the severity of housing inequity. While anecdotal information may be useful, best practices demand that this assessment be guided by available data.

The Housing Authority and the County have effectively used both local preferences and housing resources primarily to redress historic patterns of discrimination and housing inequity for disabled adults, victims of domestic violence, and adults transitioning out of incarceration.

The recent Analysis of Impediments, as noted in Plan Attachment B, updates the County's information on inequity in housing. The 5-Year and Annual Plan does not, however, respond to this new information, including that the largest group with the greatest inequity in housing is families with children, especially female-headed households with young children. While the Plan's Housing Needs section charts several fair-housing protected categories such as disability, race and ethnicity, it does not measure familial status. So further analysis of the poverty data is necessary to show how families with children suffer the greatest housing inequity.¹

¹ The AIFH notes the striking correlation of poverty and familial status and the barrier to housing choice that results for female-headed households with children, especially young children. Sadly, this correlation of families with children and poverty increases proportionally as

The harsh result of this inequity is evidenced in the County's excellent efforts to assess and redress homelessness. For example, the Homeless Count 2011 counted 2,747 homeless persons, 1,665 of whom were in families with children and a full 45%, 1,236, were children. This disparate effect is similarly documented in each prior Homeless Count.

Thus, before adopting any additional preferences, the Housing Authority should support the decision with data and analysis to avoid compounding historical inequity and any disparate effect of the County's prior utilization of Housing Authority and CDBG funds. This is especially critical with any decision to project-base Vouchers.

PROJECT BASED VOUCHERS

Instead of furthering fair housing and housing choice, project-basing Vouchers *shrinks housing choice and affordable housing resources and it also reduces the number of persons served*. For example, tax-credit housing is already an affordable housing opportunity. While not deep subsidy, it is certainly more affordable than market-rate housing. So to assign a Voucher to an LIHTC project is to rob the community of an affordable housing unit because two housing opportunities are now collapsed into one. Two households currently are being served, but if Vouchers are project-based in tax-credit properties, only one household will be served.

Further, under both past and current policy and the proposed 2013 Plan, the household denied off the Voucher Wait List is most likely a family with children and the single person housed in a project-based unit would be a special needs or disabled adult. Thus project basing not only reduces choice and opportunity by forcing the household to live in a particular project, it also reduces the overall number of households served, and it shrinks the subsidy to a household size of one, rather than several persons, possibly including children.

Because project-basing robs Voucher tenants of the freedom to choose where to live it reduces housing opportunity. To deny tenants the housing choice that is so vital for households and the community, there must be compelling reasons that are well documented. Otherwise, decreasing affordable housing units and increasing the disparate impact on familial status households cannot be justified.

the age of children in the household decreases: the poverty rate is 38% with children age less than 18 but jumps to 49% when only households with children age less than 5 are counted. This compares with a median County poverty rate estimated to be 10.4% in 2010. The significance of this data is amplified by the AIFH's report of the severe shortage of available affordable housing for all households in poverty. When combined, these data fields conclusively show that the most acute inequity in housing opportunity in Clackamas County is for women with children, especially younger ones. *See AIFH, pp. 19 - 20; 24 - 26, Tables 7, 8 and 13.*

Vouchers should not be used to support institutions nor projects unless doing so also affirmatively furthers fair housing choice and opportunity for households with *the most severe housing needs*. The updated Analysis of Impediments and data in it do not support the several additional preferences proposed. Cumulatively the proposed preferences would effectively work to deny a family with children, that currently gets no preference, any opportunity for a Voucher. After waiting 14 years, a family's children could be adults.

Two other proposals in the Administrative Plan should also be reconsidered as they will likely have a negative result, including for families with children. Further, while both proposals may respond to recently increased financial concerns of the Housing Authority, the Plan offers no data nor study to support the changes.

MINIMUM RENT

The proposal for a minimum rent of \$50 may seem modest, but this can create a real hardship for extremely low income households who already struggle to buy toilet paper, diapers and other personal items that food stamps don't buy. This is also harsh for people who may suddenly have lost the ability to work due to layoff, age, injury or illness and who must await the many months or years Social Security takes to approve eligibility for disability benefits. Because imposing a minimum rent could force them into homelessness a hardship exception will be required. Before adopting a minimum rent, the Housing Authority should thus determine its cost-effectiveness, that is, that the cost of implementing the policy, including with hardship waivers, and the work of collecting rents is outweighed by the result. The Housing Authority should also determine whether the result affirmatively furthers fair housing, such as by increasing the number of households getting assistance.

OCCUPANCY STANDARDS

The Housing Authority should also determine whether the result of tightening occupancy standards to "one bedroom for every two people" will also affirmatively further fair housing by increasing the number of households getting assistance or whether it risks a disparate impact on families with children. Forcing families to pair children and pair children and adults into bedrooms regardless of age or gender may have unintended consequences, possibly including injury or trauma. Low income families, like those who are not forced to rely on assistance, should not be denied the choice of what is best for the well-being of their family. Similar to the proposal for a minimum rent, before tightening occupancy standards, the Housing Authority should determine its cost-effectiveness, that is, that the cost of implementing the policy, including with hardship waivers, offsets the risks and difficulties for residents.

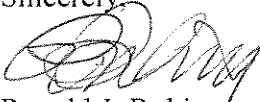
Comments on 5-Year and Annual Plan

March 20, 2013

Page 5

In closing, Legal Aid thanks you for your leadership at the Housing Authority and encourages you to continue to strive for the best practices to serve the community. While taking time to analyze the AIFH data and review and change the current Plan proposals is likely an unwelcome task, Legal Aid concludes that doing so is necessary to prevent disparate impact discrimination and to affirmatively further fair housing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald J. Rubino', written in a cursive style.

Ronald J. Rubino

Attorney at Law

March 21, 2013

Ron Rubino
Legal Aid Services of Oregon
921 SW Washington St, Ste 500
Portland, OR 97205

Dear Ron:

I have received your comments, dated March 20, 2013, on the Housing Authority's 2013 Annual Plan concerning: Voucher Preferences, Project-based vouchers, minimum rents and occupancy standards. Your comments will be included in the Draft Plan at tonight's public hearing.

Thank you for taking the time to comment on our 2013 Annual Plan. We value the good relationship and cooperation with Legal Aid.

Sincerely,



Daniel F. Potter
Executive Director

**Required Submissions: OR001 (h)
2009**

Part I: Summary

| | | | |
|---|--|--------------------------------------|--|
| PHA Name: Housing Authority of Clackamas County | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 Date of CFFP: | Replacement Housing Factor Grant No: | FFY of Grant: 2009 FFY of Grant Approval: |
|---|--|--------------------------------------|--|

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no: 4)
 Performance and Evaluation Report for Period Ending: 12/31/12 Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
|------|--|----------------------|----------------------|--------------------|-----------------|
| | | Original | Revised ² | Obligated | Expended |
| 1 | Total Non-CFP Funds | \$ - | \$ - | \$ - | \$ - |
| 2 | 1406 Operations (may not exceed 20% of line 20) ³ | \$ 193,118.00 | \$ 193,118.00 | \$ 193,118.00 | \$ 193,118.00 |
| 3 | 1408 Management Improvements | \$ 88,500.00 | \$ 88,500.00 | \$ 74,294.00 | \$ 74,294.00 |
| 4 | 1410 Administration (may not exceed 10% of line 20) | \$ 152,700.00 | \$ 152,700.00 | \$ 152,700.00 | \$ 152,700.00 |
| 5 | 1411 Audit | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 6 | 1415 Liquidated Damages | \$ - | \$ - | \$ - | \$ - |
| 7 | 1430 Fees and Costs | \$ 22,350.00 | \$ 22,350.00 | \$ 160.00 | \$ 160.00 |
| 8 | 1440 Site Acquisition | \$ - | \$ - | \$ - | \$ - |
| 9 | 1450 Site Improvement | \$ 6,486.34 | \$ 6,486.34 | \$ - | \$ - |
| 10 | 1460 Dwelling Structures | \$ 423,816.56 | \$ 423,816.56 | \$ 416,931.44 | \$ 416,931.44 |
| 11 | 1465.1 Dwelling Equipment - Nonexpendable | \$ - | \$ - | \$ - | \$ - |
| 12 | 1470 Nondwelling Structures | \$ - | \$ - | \$ - | \$ - |
| 13 | 1475 Nondwelling Equipment | \$ 45,500.00 | \$ 45,500.00 | \$ 44,924.55 | \$ 44,924.55 |
| 14 | 1485 Demolition | \$ - | \$ - | \$ - | \$ - |
| 15 | 1492 Moving to Work Demonstration | \$ - | \$ - | \$ - | \$ - |
| 16 | 1495.1 Relocation Costs | \$ 16,042.10 | \$ 16,042.10 | \$ 16,042.10 | \$ 16,042.10 |
| 17 | 1499 Development Activities ⁴ | \$ 240,000.00 | \$ 240,000.00 | \$ 217,278.88 | \$ 217,278.88 |
| 18a | 1501 Collateralization of Debt Service paid by the PHA | \$ - | \$ - | \$ - | \$ - |
| 18ba | 9000 Collateralization or Debt Service paid Via System of Direct Payment | \$ - | \$ - | \$ - | \$ - |
| 19 | 1502 Contingency (may not exceed 8% of line 20) | \$ - | \$ - | \$ - | \$ - |
| 20 | Amount of Annual Grant: (sum of lines 2-19) | \$ 1,194,513.00 | \$ 1,194,513.00 | \$ 1,121,448.97 | \$ 1,121,448.97 |
| 21 | Amount of line 20 Related to LBP Activities | \$ - | \$ - | \$ - | \$ - |
| 22 | Amount of line 20 Related to Section 504 Activities | \$ - | \$ - | \$ - | \$ - |
| 23 | Amount of line 20 Related to Security -- Soft Costs | \$ - | \$ - | \$ - | \$ - |
| 24 | Amount of line 20 Related to Security -- Hard Costs | \$ - | \$ - | \$ - | \$ - |
| 25 | Amount of line 20 Related to Energy Conservation Measures | \$ 7,500.00 | \$ 3,318.70 | \$ - | \$ - |

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

| | | | | |
|--|---------------------------------------|---|--|---|
| Part I: Summary | | | | |
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 Replacement Housing Factor Grant No: Date of CFFP: | | FFY of Grant: FFY of Grant Approval: |
| Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report | | | | |
| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost. |
| | | Original | Revised₂ | Obligated Expended |
| Signature of Executive Director | | Date | Signature of Public Housing Director Date | |

| Part II: Supporting Pages | | | | | | | | |
|---|--|--|------|----------------------|----------------------|------------------------------|--|-----------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | | Federal FY of Grant: 2009 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Operations | 1. Operations | 1406 | 1 | \$193,118.00 | \$193,118.00 | \$193,118.00 | \$193,118.00 | COMPLETE |
| | SUB-TOTAL | 1406 | | \$193,118.00 | \$193,118.00 | \$193,118.00 | \$193,118.00 | |
| AMP-wide Mgmt. Improve. | 1. STAFF: Resident Services Salary & Benefits | 1408 | 100% | \$43,000.00 | \$43,000.00 | \$43,000.00 | \$43,000.00 | COMPLETE |
| | 2. STAFF: Asset Manager Salary & Benefits | 1408 | 5% | \$6,250.00 | \$6,250.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. STAFF: Youth Services Salary & Benefits | 1408 | 1 | \$34,100.00 | \$34,100.00 | \$31,294.00 | \$31,294.00 | COMPLETE |
| | 4. STAFF: Crime Prevention Specialist Salary & Benefits | 1408 | 1 | \$4,000.00 | \$4,000.00 | \$0.00 | \$0.00 | ONGOING |
| | 5. TRAINING: Staff Training Improvement | 1408 | 1 | \$500.00 | \$500.00 | \$0.00 | \$0.00 | ONGOING |
| | 6. Travel for Resident Services Specialist(s) | 1408 | 1 | \$50.00 | \$50.00 | \$0.00 | \$0.00 | ONGOING |
| | 7. Software: Operating Systems & Office Software - Soft Costs | 1408 | 1 | \$100.00 | \$100.00 | \$0.00 | \$0.00 | ONGOING |
| | 8. TRAINING: Resident Training related to Agency Plan resident partnership process | 1408 | 1 | \$500.00 | \$500.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1408 | | \$88,500.00 | \$88,500.00 | \$74,294.00 | \$74,294.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|-------------------------|--|----------------------|----------------------|------------------------------|--|--|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Admin. | 1. Central Office Cost Center (COCC) Salary & Benefits | 1410 | 100% | \$119,450.00 | \$119,450.00 | \$119,450.00 | \$119,450.00 | COMPLETE |
| | 2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work | 1410 | 35% | \$33,250.00 | \$33,250.00 | \$33,250.00 | \$33,250.00 | COMPLETE - In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii) |
| | SUB-TOTAL | 1410 | | \$152,700.00 | \$152,700.00 | \$152,700.00 | \$152,700.00 | ONGOING |
| Audit | 1. Financial Audit | 1411 | 100% | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | COMPLETE |
| | SUB-TOTAL | 1411 | | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | |
| AMP-wide Fees & Costs | 1. Architectural, Engineering, Consulting Services | 1430 | 1 | \$20,000.00 | \$20,000.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021 | 1430 | 1 | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. Printing RFP's, Bid documents, other project related expenses | 1430 | 50 | \$350.00 | \$350.00 | \$160.00 | \$160.00 | ONGOING |
| | SUB-TOTAL | 1430 | | \$22,350.00 | \$22,350.00 | \$160.00 | \$160.00 | |
| AMP-wide Site Improve. | 1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations | 1450 | 25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Improve. | 1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations | 1460 | 10 | \$30,223.15 | \$30,223.15 | \$30,223.15 | \$30,223.15 | COMPLETE - CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1460 | | \$30,223.15 | \$30,223.15 | \$30,223.15 | \$30,223.15 | |
| AMP-wide Dwelling Equipment | 1. Ranges & Refrigerators | 1465 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1465 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| PHA-wide Non-Dwelling Equipment | 1. TOOLS: Power Equipment | 1475 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 2. Computer/Equipment | 1475 | 2 | \$7,500.00 | \$7,500.00 | \$6,924.55 | \$6,924.55 | ONGOING |
| | 3. Maintenance Vehicles/Equip | 1475 | 1 | \$38,000.00 | \$38,000.00 | \$38,000.00 | \$38,000.00 | COMPLETE |
| | SUB-TOTAL | 1475 | | \$45,500.00 | \$45,500.00 | \$44,924.55 | \$44,924.55 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|--|-----|----------------------|----------------------|--|-----------------------------|-------------------------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| Relocation Costs | 1. Relocation costs due to modernization activities | 1495 | 4 | \$16,042.10 | \$16,042.10 | \$16,042.10 | \$16,042.10 | COMPLETE |
| | SUB-TOTAL | 1495 | | \$16,042.10 | \$16,042.10 | \$16,042.10 | \$16,042.10 | |
| PHA-wide Contingency | 1. Contingency | 1502 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1502 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | Asset Management Properties (AMP) | | | | | | | |
| AMP 1 - DEV 001 - Clackamas Heights (100 units) | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Replace Porches | 1460 | 5 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | DEV #001 TOTAL | 1460 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP 3 - DEV 003 - Hillside Park (100 units) | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Replace Windows | 1460 | 2 | \$22,380.13 | \$29,162.03 | \$29,162.03 | \$29,162.03 | New Work Item/COMPLETE |
| | DEV #003 TOTAL | 1460 | | \$22,380.13 | \$29,162.03 | \$29,162.03 | \$29,162.03 | |
| AMP 4 - DEV 004 - OCVM (100 units) | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Replace Windows | 1460 | 2 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | b. Remove/Replace ACM floors | 1460 | 20 | \$11,816.07 | \$5,959.52 | \$2,393.10 | \$2,393.10 | ONGOING |
| | DEV #004 TOTAL | 1460 | | \$11,816.07 | \$5,959.52 | \$2,393.10 | \$2,393.10 | |
| AMP 5 - DEV 005 - Hillside Manor (100 units) | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Replace Roof | 1460 | 1 | \$241,194.00 | \$241,194.00 | \$241,194.00 | \$241,194.00 | COMPLETE |
| | DEV #005 1400 SUB TOTAL | 1460 | | \$241,194.00 | \$241,194.00 | \$241,194.00 | \$241,194.00 | |
| | DEV #005 TOTAL | | | \$241,194.00 | \$241,194.00 | \$241,194.00 | \$241,194.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|--|--|-----|----------------------|----------------------|--|-----------------------------|-----------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 007 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #007 1450 SUB TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$24,905.86 | \$28,161.91 | \$28,161.91 | \$28,161.91 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$26,405.86 | \$28,161.91 | \$28,161.91 | \$28,161.91 | |
| | DEV #007 TOTAL | | | \$26,405.86 | \$28,161.91 | \$28,161.91 | \$28,161.91 | |
| AMP 2 - DEV 010 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #010 1450 SUB TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$6,236.50 | \$6,236.50 | \$6,236.50 | \$6,236.50 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #010 1460 SUB TOTAL | 1460 | | \$7,736.50 | \$6,236.50 | \$6,236.50 | \$6,236.50 | |
| | DEV #010 TOTAL | | | \$7,736.50 | \$6,236.50 | \$6,236.50 | \$6,236.50 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|--|--|--|-------------|----------------------|----------------------|--|-----------------------------|-----------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 012 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #012 1450 SUB TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$2,769.15 | \$2,769.15 | \$2,769.15 | \$2,769.15 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$1,500.00 | \$318.70 | \$0.00 | \$0.00 | ONGOING |
| | DEV #012 1460 SUB TOTAL | 1460 | | \$4,269.15 | \$3,087.85 | \$2,769.15 | \$2,769.15 | |
| | DEV #012 TOTAL | | | \$4,269.15 | \$3,087.85 | \$2,769.15 | \$2,769.15 | |
| AMP 2 - DEV 019 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$1,486.34 | \$1,486.34 | \$0.00 | \$0.00 | ONGOING |
| | DEV #019 1450 SUB TOTAL | 1450 | | \$1,486.34 | \$1,486.34 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$11,313.40 | \$11,313.30 | \$11,313.30 | \$11,313.30 | COMPLETE | |
| b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | ONGOING | |
| | DEV #019 1460 SUB TOTAL | 1460 | | \$12,813.40 | \$12,813.30 | \$11,313.30 | \$11,313.30 | |
| | DEV #019 TOTAL | | | \$14,299.74 | \$14,299.64 | \$11,313.30 | \$11,313.30 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|--|------------------------------------|--|-----------------------|-----------------------|------------------------------|--|---------------------|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150109 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2009 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 020 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #020 1450 SUB TOTAL | 1450 | | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$65,478.30 | \$65,478.30 | \$65,478.30 | \$65,478.30 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$1,500.00 | \$1,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #020 1460 SUB TOTAL | 1460 | | \$66,978.30 | \$66,978.30 | \$65,478.30 | \$65,478.30 | |
| | DEV #020 TOTAL | | | \$71,978.30 | \$71,978.30 | \$65,478.30 | \$65,478.30 | |
| DEVELOPMENT | | | | | | | | |
| AMP 1 - Dev 01 Clackamas Heights | Executive Director salary and benefits | 1499 | 1 | \$23,905.47 | \$23,905.47 | \$23,905.47 | \$23,905.47 | COMPLETE |
| | Project Manager salary and benefits | 1499 | 1 | \$23,809.05 | \$11,177.60 | \$11,177.60 | \$11,177.60 | COMPLETE |
| | Project Manager salary and benefits | 1499 | 1 | \$14,437.05 | \$11,473.64 | \$11,473.64 | \$11,473.64 | COMPLETE |
| | Admin assistant./Intern salary and benefit | 1499 | 1 | \$2,833.13 | \$2,833.13 | \$2,833.13 | \$2,833.13 | COMPLETE |
| | Development Consultant Services | 1499 | 1 | \$48,274.63 | \$63,869.49 | \$41,148.37 | \$41,148.37 | ONGOING |
| | Master Plan & Design Services | 1499 | 1 | \$79,754.00 | \$79,754.00 | \$79,754.00 | \$79,754.00 | COMPLETE |
| | Relocation Costs and Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | CFFP - Debt Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | | Dev #01 1499 SUB TOTAL | 1499 | | \$193,013.33 | \$193,013.33 | \$170,292.21 | \$170,292.21 |
| AMP 2 - Dev 007-021 Scattered Sites | Executive Director salary and benefits | 1499 | 1 | \$23,766.91 | \$23,766.91 | \$23,766.91 | \$23,766.91 | COMPLETE |
| | Project Manager salary and benefits | 1499 | 1 | \$13,382.72 | \$13,382.72 | \$13,382.72 | \$13,382.72 | COMPLETE |
| | Project Manager salary and benefits | 1499 | 1 | \$9,837.04 | \$9,837.04 | \$9,837.04 | \$9,837.04 | COMPLETE |
| | Admin assistant./Intern salary and benefit | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | Appraisal Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | Site Acquisition Expenditures | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | Relocation Costs and Services | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | Development Consultant Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | | DEV #007-021 1499 SUB TOTAL | 1499 | | \$46,986.67 | \$46,986.67 | \$46,986.67 | \$46,986.67 |
| | DEVELOPMENT TOTAL | 1499 | | \$240,000.00 | \$240,000.00 | \$217,278.88 | \$217,278.88 | |
| | GRAND TOTAL | | | \$1,194,513.00 | \$1,194,513.00 | \$1,121,448.97 | \$1,121,448.97 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

**Required Submissions: OR001 (h)
2010**

Part I: Summary

| | | |
|---|--|--|
| PHA Name: Housing Authority of Clackamas County | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 Date of CFFP: | Replacement Housing Factor Grant No: FFY of Grant: 2010 FFY of Grant Approval: |
|---|--|--|

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: 12/31/12 Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
|------|--|----------------------|----------------------|--------------------|-----------------|
| | | Original | Revised ² | Obligated | Expended |
| 1 | Total Non-CFP Funds | \$ - | \$ - | \$ - | \$ - |
| 2 | 1406 Operations (may not exceed 20% of line 20) ³ | \$ 236,000.00 | \$ 236,000.00 | \$ 236,000.00 | \$ 236,000.00 |
| 3 | 1408 Management Improvements | \$ 169,516.00 | \$ 121,428.16 | \$ 121,149.69 | \$ 100,202.00 |
| 4 | 1410 Administration (may not exceed 10% of line 20) | \$ 152,875.00 | \$ 152,875.00 | \$ 152,875.00 | \$ 122,469.98 |
| 5 | 1411 Audit | \$ 6,250.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 6,250.00 |
| 6 | 1415 Liquidated Damages | \$ - | \$ - | \$ - | \$ - |
| 7 | 1430 Fees and Costs | \$ 9,850.00 | \$ - | \$ - | \$ - |
| 8 | 1440 Site Acquisition | \$ - | \$ - | \$ - | \$ - |
| 9 | 1450 Site Improvement | \$ 52,500.00 | \$ 298,889.00 | \$ 293,262.38 | \$ 293,262.28 |
| 10 | 1460 Dwelling Structures | \$ 347,329.00 | \$ 269,931.78 | \$ 271,834.00 | \$ 271,834.00 |
| 11 | 1465.1 Dwelling Equipment - Nonexpendable | \$ - | \$ - | \$ - | \$ - |
| 12 | 1470 Nondwelling Structures | \$ 50,000.00 | \$ 50,000.00 | \$ - | \$ - |
| 13 | 1475 Nondwelling Equipment | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 |
| 14 | 1485 Demolition | \$ - | \$ - | \$ - | \$ - |
| 15 | 1492 Moving to Work Demonstration | \$ - | \$ - | \$ - | \$ - |
| 16 | 1495.1 Relocation Costs | \$ 126,000.00 | \$ 14,946.06 | \$ 14,946.06 | \$ 14,946.06 |
| 17 | 1499 Development Activities ⁴ | \$ - | \$ - | \$ - | \$ - |
| 18a | 1501 Collateralization of Debt Service paid by the PHA | \$ - | \$ - | \$ - | \$ - |
| 18ba | 9000 Collateralization or Debt Service paid Via System of Direct Payment | \$ - | \$ - | \$ - | \$ - |
| 19 | 1502 Contingency (may not exceed 8% of line 20) | \$ - | \$ - | \$ - | \$ - |
| 20 | Amount of Annual Grant: (sum of lines 2-19) | \$ 1,183,320.00 | \$ 1,183,320.00 | \$ 1,129,317.13 | \$ 1,077,964.32 |
| 21 | Amount of line 20 Related to LBP Activities | \$ - | \$ - | \$ - | \$ - |
| 22 | Amount of line 20 Related to Section 504 Activities | \$ - | \$ - | \$ - | \$ - |
| 23 | Amount of line 20 Related to Security -- Soft Costs | \$ - | \$ - | \$ - | \$ - |
| 24 | Amount of line 20 Related to Security -- Hard Costs | \$ - | \$ - | \$ - | \$ - |
| 25 | Amount of line 20 Related to Energy Conservation Measures | \$ - | \$ - | \$ - | \$ - |

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

| | | | | | |
|--|---------------------------------------|---|----------------|---|---|
| Part I: Summary | | | | | |
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 Replacement Housing Factor Grant No: Date of CFFP: | | | FFY of Grant: FFY of Grant Approval: |
| Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> Final Performance and Evaluation Report | | | | | |
| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost | |
| | | Original | Revised | Obligated | Expended |
| Signature of Executive Director | | Date | | Signature of Public Housing Director | |
| | | | | Date | |

Part II: Supporting Pages

| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | | | Federal FY of Grant: 2010 |
|--|--|---|------|----------------------|----------------------|------------------------------|-----------------------------|-------------------------------------|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Operations | 1. Operations | 1406 | 1 | \$236,000.00 | \$236,000.00 | \$236,000.00 | \$236,000.00 | COMPLETE |
| | SUB-TOTAL | 1406 | | \$236,000.00 | \$236,000.00 | \$236,000.00 | \$236,000.00 | |
| AMP-wide Mgmt. Improve. | 1. STAFF: Resident Services Salary & Benefits | 1408 | 100% | \$33,258.00 | \$31,428.16 | \$31,428.16 | \$10,480.47 | ONGOING |
| | 2. STAFF: Asset Manager Salary & Benefits | 1408 | 5% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 3. STAFF: Youth Services Salary & Benefits/Activities/Contracts | 1408 | 1 | \$90,000.00 | \$90,000.00 | \$89,721.53 | \$89,721.53 | ONGOING |
| | 4. STAFF: Service Coordinator Salary & Benefits | 1408 | 1 | \$33,258.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 5. TRAINING: Staff Training Improvement | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 6. Travel for Resident Services Specialist(s) | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 7. Software: Operating Systems & Office Software - Soft Costs | 1408 | 1 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 8. TRAINING: Resident Training related to Agency Plan resident partnership process | 1408 | 1 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | SUB-TOTAL | 1408 | | \$169,516.00 | \$121,428.16 | \$121,149.69 | \$100,202.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|--|---|-------------------------|--|----------------------|----------------------|------------------------------|-------------------------------------|--|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 CFFP (Yes/No) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2010 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Admin. | 1. Central Office Cost Center (COCC) Salary & Benefits | 1410 | 100% | \$118,300.00 | \$118,300.00 | \$118,300.00 | \$118,300.00 | COMPLETE |
| | 2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work | 1410 | 35% | \$34,575.00 | \$34,575.00 | \$34,575.00 | \$4,169.98 | ONGOING In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii) |
| | SUB-TOTAL | 1410 | | \$152,875.00 | \$152,875.00 | \$152,875.00 | \$122,469.98 | |
| Audit | 1. Financial Audit | 1411 | 100% | \$6,250.00 | \$6,250.00 | \$6,250.00 | \$6,250.00 | COMPLETE |
| | SUB-TOTAL | 1411 | | \$6,250.00 | \$6,250.00 | \$6,250.00 | \$6,250.00 | |
| AMP-wide Fees & Costs | 1. Architectural, Engineering, Consulting Services | 1430 | 1 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021 | 1430 | 1 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 3. Printing RFP's, Bid documents, other project related expenses | 1430 | 50 | \$350.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | SUB-TOTAL | 1430 | | \$9,850.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Site Improve. | 1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations | 1450 | 25 | \$22,500.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1450 | | \$22,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Improve. | 1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations | 1460 | 10 | \$67,329.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1460 | | \$67,329.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP 1 - Non Dwelling Structures | Operations Office / AMP 1 Comm Center | 1470 | | | | | | |
| | Improvements (Flooring, HVAC, Windows, Siding, Plumbing, Cabinets, etc.) | 1470 | 1 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | 5 YEAR PLAN YEAR # 2 & 3 / ONGOING |
| | SUB-TOTAL | 1470 | | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | |
| PHA-wide Non-Dwelling Equipment | 1. Computers & Equipment | 1475 | 2 | \$5,000.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | 2. Maintenance Vehicles & Equip | 1475 | 1 | \$20,000.00 | \$25,479.24 | \$25,479.24 | \$25,479.24 | COMPLETE |
| | 3. Copier | 1475 | 1 | \$8,000.00 | \$7,520.76 | \$7,520.76 | \$7,520.76 | COMPLETE |
| | SUB-TOTAL | 1475 | | \$33,000.00 | \$33,000.00 | \$33,000.00 | \$33,000.00 | |
| PHA-wide Relocation Costs | 1. Relocation costs due to modernization activities | 1495 | 4 | \$126,000.00 | \$14,946.06 | \$14,946.06 | \$14,946.06 | COMPLETE |
| | SUB-TOTAL | 1495 | | \$126,000.00 | \$14,946.06 | \$14,946.06 | \$14,946.06 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|--|--|-------------------------|--|----------------------|----------------------|------------------------------|-------------------------------------|--------------------------------|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 CFFP (Yes/No) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2010 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| (AMP) | | | | | | | | |
| AMP 3 - DEV 003 Hillside Park | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$0.00 | \$5,856.55 | \$5,856.55 | \$5,856.55 | NEW WORK/COMPLETE |
| | DEV #003 1460 SUB TOTAL | 1460 | | \$0.00 | \$5,856.55 | \$5,856.55 | \$5,856.55 | |
| | DEV #003 TOTAL | | | \$0.00 | \$5,856.55 | \$5,856.55 | \$5,856.55 | |
| AMP 4 - Oregon City View Manor | Site Renovation (conc. drive, sidewalks, 504 ramps, site drainage, etc.) | 1450 | 1 | \$20,000.00 | \$187,592.00 | \$187,592.00 | \$187,592.00 | COMPLETE |
| | DEV #004 TOTAL | 1450 | | \$20,000.00 | \$187,592.00 | \$187,592.00 | \$187,592.00 | |
| | 1. SITEWORK | 1450 | | | | | | |
| AMP 2 - DEV 007 Scattered Sites | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$22,090.00 | \$20,811.20 | \$20,811.20 | 5 YEAR PLAN YEAR # 3 / ONGOING |
| | DEV #007 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$22,090.00 | \$20,811.20 | \$20,811.20 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$6,543.17 | \$6,543.17 | \$6,543.17 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$70,000.00 | \$6,543.17 | \$6,543.17 | \$6,543.17 | |
| | DEV #007 TOTAL | | | \$72,500.00 | \$28,633.17 | \$27,354.37 | \$27,354.37 | |
| AMP 2 - DEV 008 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$3,258.00 | \$3,258.00 | \$3,258.00 | NEW WORK/COMPLETE |
| | DEV #008 1450 SUB TOTAL | 1450 | | \$0.00 | \$3,258.00 | \$3,258.00 | \$3,258.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$0.00 | \$184,075.15 | \$185,977.37 | \$185,977.37 | NEW WORK/ONGOING |
| DEV #008 1460 SUB TOTAL | 1460 | | \$0.00 | \$184,075.15 | \$185,977.37 | \$185,977.37 | | |
| DEV #008 TOTAL | | | \$0.00 | \$187,333.15 | \$189,235.37 | \$189,235.37 | | |
| AMP 2 - DEV 010 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$9,570.00 | \$8,802.72 | \$8,802.72 | NEW WORK/ONGOING |
| | DEV #010 1450 SUB TOTAL | 1450 | | \$0.00 | \$9,570.00 | \$8,802.72 | \$8,802.72 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$0.00 | \$5,024.00 | \$5,024.00 | \$5,024.00 | NEW WORK ITEM. COMPLETE |
| | DEV #010 1460 SUB TOTAL | 1460 | | \$0.00 | \$5,024.00 | \$5,024.00 | \$5,024.00 | |
| DEV #010 TOTAL | | | \$0.00 | \$14,594.00 | \$13,826.72 | \$13,826.72 | | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|--|-------------------------|---|----------------------|----------------------|------------------------------|--|--------------------------------|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 CFFP (Yes/No) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2010 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| | 1. SITEWORK | 1450 | | | | | | |
| AMP 2 - DEV 011 Scattered Sites | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$0.00 | \$3,077.00 | \$3,077.00 | \$3,077.00 | NEW WORK/COMPLETE |
| | DEV #011 1450 SUB TOTAL | 1450 | | \$0.00 | \$3,077.00 | \$3,077.00 | \$3,077.00 | |
| | DEV #011 TOTAL | | | \$0.00 | \$3,077.00 | \$3,077.00 | \$3,077.00 | |
| AMP 2 - DEV 012 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$26,698.00 | \$25,419.20 | \$25,419.20 | 5 YEAR PLAN YEAR # 3 / ONGOING |
| | DEV #012 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$26,698.00 | \$25,419.20 | \$25,419.20 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$32,602.89 | \$32,602.89 | \$32,602.89 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #012 1460 SUB TOTAL | 1460 | | \$70,000.00 | \$32,602.89 | \$32,602.89 | \$32,602.89 | |
| | DEV #012 TOTAL | | | \$72,500.00 | \$59,300.89 | \$58,022.09 | \$58,022.09 | |
| AMP 2 - DEV 019 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$15,708.00 | \$14,684.96 | \$14,684.96 | 5 YEAR PLAN YEAR # 3 / ONGOING |
| | DEV #019 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$15,708.00 | \$14,684.96 | \$14,684.96 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$6,938.72 | \$6,938.72 | \$6,938.72 | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE |
| | DEV #019 1460 SUB TOTAL | 1460 | | \$70,000.00 | \$6,938.72 | \$6,938.72 | \$6,938.72 | |
| | DEV #019 TOTAL | | | \$72,500.00 | \$22,646.72 | \$21,623.68 | \$21,623.68 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | | |
|--|--|-------------------------|---|-----------------------|-----------------------|------------------------------|-------------------------------------|---------------------------------------|---------------------------------|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150110 CFFP (Yes/No): | | | | Federal FY of Grant: 2010 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work | |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | | |
| AMP 2 - DEV 020 Scattered Sites | 1. SITEWORK | 1450 | | | | | | 5 YEAR PLAN YEAR # 3 / ONGOING | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$22,391.00 | \$21,367.96 | \$21,367.96 | | |
| | DEV #020 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$22,391.00 | \$21,367.96 | \$21,367.96 | | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$19,438.72 | \$19,438.72 | \$19,438.72 | | COMPLETE |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | | COMPLETE |
| | DEV #020 1460 SUB TOTAL | 1460 | | \$70,000.00 | \$19,438.72 | \$19,438.72 | \$19,438.72 | | |
| DEV #020 TOTAL | | | \$72,500.00 | \$41,829.72 | \$40,806.68 | \$40,806.68 | | | |
| AMP 2 - DEV 021 Scattered Sites | 1. SITEWORK | 1450 | | | | | | NEW WORK / ONGOING | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$8,505.00 | \$8,249.34 | \$8,249.24 | | |
| | DEV #021 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$8,505.00 | \$8,249.34 | \$8,249.24 | | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$0.00 | \$9,452.58 | \$9,452.58 | \$9,452.58 | | NEW WORK ITEM / COMPLETE |
| | DEV #021 1460 SUB TOTAL | 1460 | | \$0.00 | \$9,452.58 | \$9,452.58 | \$9,452.58 | | |
| DEV #021 TOTAL | | | \$0.00 | \$17,957.58 | \$17,701.92 | \$17,701.82 | | | |
| DEVELOPMENT | | | | | | | | | |
| AMP 1 - Dev 01 Clackamas Heights | Executive Director salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Project Manager salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Project Manager salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Outreach Specialist salary & benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Admin assistant./Intern salary and benefit | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Development Consultant Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Relocation Costs and Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | CFFP Debt Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Dev #03 1499 SUB TOTAL | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| Executive Director salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | | |
| AMP 2 - Dev 007-021 Scattered Sites | Project Manager salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Project Manager salary and benefits | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Admin assistant./Intern salary and benefit | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Appraisal Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Site Acquisition Expenditures | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Relocation Costs and Services | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | Development Consultant Services | 1499 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | DEV #007-021 1499 SUB TOTAL | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | COMPLETE | |
| | DEVELOPMENT TOTAL | 1499 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| GRAND TOTAL | | | \$1,183,320.00 | \$1,183,320.00 | \$1,129,317.13 | \$1,077,964.32 | | | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

**Required Submissions: OR001 (h)
2011**

Part I: Summary

| | | |
|---|--|--|
| PHA Name: Housing Authority of Clackamas County | Grant Type and Number Capital Fund Program Grant No: OR16P00150111 Date of CFFP: | Replacement Housing Factor Grant No: FFY of Grant: 2011 FFY of Grant Approval: |
|---|--|--|

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no: 01)
 Performance and Evaluation Report for Period Ending: 12/31/12 Final Performance and Evaluation Report

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
|------|--|----------------------|----------------------|--------------------|---------------|
| | | Original | Revised ² | Obligated | Expended |
| 1 | Total Non-CFP Funds | \$ - | \$ - | \$ - | \$ - |
| 2 | 1406 Operations (may not exceed 20% of line 20) ³ | \$ 196,000.00 | \$ 196,000.00 | \$ 196,000.00 | \$ 196,000.00 |
| 3 | 1408 Management Improvements | \$ 170,680.00 | \$ 170,680.00 | \$ 102,813.00 | \$ 83,393.01 |
| 4 | 1410 Administration (may not exceed 10% of line 20) | \$ 133,950.00 | \$ 133,950.00 | \$ 98,000.00 | \$ 98,000.00 |
| 5 | 1411 Audit | \$ 6,500.00 | \$ 6,500.00 | \$ - | \$ - |
| 6 | 1415 Liquidated Damages | \$ - | \$ - | \$ - | \$ - |
| 7 | 1430 Fees and Costs | \$ 25,350.00 | \$ 25,350.00 | \$ - | \$ - |
| 8 | 1440 Site Acquisition | \$ - | \$ - | \$ - | \$ - |
| 9 | 1450 Site Improvement | \$ 10,000.00 | \$ 10,000.00 | \$ - | \$ - |
| 10 | 1460 Dwelling Structures | \$ 245,000.00 | \$ 245,000.00 | \$ 21,743.19 | \$ 21,743.19 |
| 11 | 1465.1 Dwelling Equipment - Nonexpendable | \$ - | \$ - | \$ - | \$ - |
| 12 | 1470 Nondwelling Structures | \$ 20,000.00 | \$ 20,000.00 | \$ - | \$ - |
| 13 | 1475 Nondwelling Equipment | \$ 25,712.00 | \$ 25,712.00 | \$ 23,750.76 | \$ 23,395.76 |
| 14 | 1485 Demolition | \$ - | \$ - | \$ - | \$ - |
| 15 | 1492 Moving to Work Demonstration | \$ - | \$ - | \$ - | \$ - |
| 16 | 1495.1 Relocation Costs | \$ 150,000.00 | \$ 150,000.00 | \$ 4,137.45 | \$ 4,137.45 |
| 17 | 1499 Development Activities ⁴ | \$ - | \$ - | \$ - | \$ - |
| 18a | 1501 Collateralization of Debt Service paid by the PHA | \$ - | \$ - | \$ - | \$ - |
| 18ba | 9000 Collateralization or Debt Service paid Via System of Direct Payment | \$ - | \$ - | \$ - | \$ - |
| 19 | 1502 Contingency (may not exceed 8% of line 20) | \$ - | \$ - | \$ - | \$ - |
| 20 | Amount of Annual Grant: (sum of lines 2-19) | \$ 983,192.00 | \$ 983,192.00 | \$ 446,444.40 | \$ 426,669.41 |
| 21 | Amount of line 20 Related to LBP Activities | \$ - | \$ - | \$ - | \$ - |
| 22 | Amount of line 20 Related to Section 504 Activities | \$ - | \$ - | \$ - | \$ - |
| 23 | Amount of line 20 Related to Security -- Soft Costs | \$ - | \$ - | \$ - | \$ - |
| 24 | Amount of line 20 Related to Security -- Hard Costs | \$ - | \$ - | \$ - | \$ - |
| 25 | Amount of line 20 Related to Energy Conservation Measures | \$ - | \$ - | \$ - | \$ - |

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

| | | | | | |
|---|---------------------------------------|---|----------------|--------------------------------------|---|
| Part I: Summary | | | | | |
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150111 Replacement Housing Factor Grant No: Date of CFFP: | | | FFY of Grant: FFY of Grant Approval: |
| Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report | | | | | |
| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost | |
| | | Original | Revised | Obligated | Expended |
| Signature of Executive Director | | Date | | Signature of Public Housing Director | |
| | | | | Date | |

Part II: Supporting Pages

| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150111 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | | Federal FY of Grant: 2011 | |
|--|--|---|------|----------------------|----------------------|------------------------------|-------------------------------------|--|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Operations | 1. Operations | 1406 | 1 | \$196,000.00 | \$196,000.00 | \$196,000.00 | \$196,000.00 | ONGOING |
| | SUB-TOTAL | 1406 | | \$196,000.00 | \$196,000.00 | \$196,000.00 | \$196,000.00 | |
| AMP-wide Mgmt. Improve. | 1. STAFF: Resident Services Salary & Benefits | 1408 | 100% | \$34,422.00 | \$34,422.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. STAFF: Asset Manager Salary & Benefits | 1408 | 5% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. STAFF: Youth Services Salary & Benefits/Activities/Contracts | 1408 | 1 | \$90,000.00 | \$102,813.00 | \$102,813.00 | \$83,393.01 | ONGOING |
| | 4. STAFF: Service Coordinator Salary & Benefits | 1408 | 1 | \$33,258.00 | \$20,445.00 | \$0.00 | \$0.00 | N/A |
| | 5. TRAINING: Staff Training Improvement | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 6. Travel for Resident Services Specialist(s) | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 7. Software: Operating Systems & Office Software - Soft Costs | 1408 | 1 | \$12,500.00 | \$12,500.00 | \$0.00 | \$0.00 | ONGOING |
| | 8. TRAINING: Resident Training related to Agency Plan resident partnership process | 1408 | 1 | \$500.00 | \$500.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1408 | | \$170,680.00 | \$170,680.00 | \$102,813.00 | \$83,393.01 | |
| AMP-wide Admin. | 1. Central Office Cost Center (COCC) Salary & Benefits | 1410 | 100% | \$98,000.00 | \$98,000.00 | \$98,000.00 | \$98,000.00 | ONGOING |
| | 2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work | 1410 | 35% | \$35,950.00 | \$35,950.00 | \$0.00 | \$0.00 | ONGOING In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii) |
| | SUB-TOTAL | 1410 | | \$133,950.00 | \$133,950.00 | \$98,000.00 | \$98,000.00 | |
| Audit | 1. Financial Audit | 1411 | 100% | \$6,500.00 | \$6,500.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1411 | | \$6,500.00 | \$6,500.00 | \$0.00 | \$0.00 | |
| AMP-wide Fees & Costs | 1. Architectural, Engineering, Consulting Services | 1430 | 1 | \$17,500.00 | \$17,500.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021 | 1430 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. Printing RFP's, Bid documents, other project related expenses | 1430 | 50 | \$350.00 | \$350.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1430 | | \$25,350.00 | \$25,350.00 | \$0.00 | \$0.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|--|-----|----------------------|----------------------|--|-----------------------------|--|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150111 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2011 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Site Improve. | 1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations | 1450 | 25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Improve. | 1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations | 1460 | 10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1460 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Equipment | 1. Ranges & Refrigerators | 1465 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1465 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-4 Non Dwelling Structures | Community Center Dwelling | 1470 | | | \$0.00 | \$0.00 | \$0.00 | |
| | a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.) | 1470 | 1 | \$20,000.00 | \$20,000.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | SUB-TOTAL | 1470 | | \$20,000.00 | \$20,000.00 | \$0.00 | \$0.00 | |
| PHA-wide Non-Dwelling Equipment | 1. Computers & Equipment | 1475 | 2 | \$5,000.00 | \$3,435.24 | \$1,474.00 | \$1,474.00 | ONGOING |
| | 2. Maintenance Vehicles & Equip | 1475 | 1 | \$20,712.00 | \$22,276.76 | \$22,276.76 | \$21,921.76 | ONGOING |
| | 3. Copier | 1475 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1475 | | \$25,712.00 | \$25,712.00 | \$23,750.76 | \$23,395.76 | |
| PHA-wide Relocation Costs | 1. Relocation costs due to modernization activities | 1495 | 25 | \$150,000.00 | \$150,000.00 | \$4,137.45 | \$4,137.45 | ONGOING |
| | SUB-TOTAL | 1495 | | \$150,000.00 | \$150,000.00 | \$4,137.45 | \$4,137.45 | |
| | Asset Management Properties (AMP) | | | | | | | |
| AMP 3 - DEV 003 Hillside Park | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$0.00 | \$12,347.40 | \$12,347.40 | \$12,347.40 | NEW WORK / COMPLETE |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$0.00 | \$12,347.40 | \$12,347.40 | \$12,347.40 | |
| | DEV #007 TOTAL | | | \$0.00 | \$12,347.40 | \$12,347.40 | \$12,347.40 | |
| AMP 2 - DEV 007 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #007 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$47,652.60 | \$2,074.19 | \$2,074.19 | 5 Year Plan Year # 2 & 3/ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 2 & 3 |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$67,500.00 | \$55,152.60 | \$2,074.19 | \$2,074.19 | |
| | DEV #007 TOTAL | | | \$70,000.00 | \$57,652.60 | \$2,074.19 | \$2,074.19 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|--|--|---------------------|----------------------|----------------------|--|-----------------------------|---|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150111 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2011 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 010 Scattered Sites | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #010 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #010 1460 SUB TOTAL | 1460 | | \$55,000.00 | \$55,000.00 | \$0.00 | \$0.00 | |
| DEV #010 TOTAL | | | \$57,500.00 | \$57,500.00 | \$0.00 | \$0.00 | | |
| AMP 2 - DEV 012 Scattered | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #012 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$60,000.00 | \$7,321.60 | \$7,321.60 | 5 Year Plan Year # 2 & 3/ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 2 & 3 |
| DEV #012 1460 SUB TOTAL | 1460 | | \$67,500.00 | \$67,500.00 | \$7,321.60 | \$7,321.60 | | |
| DEV #012 TOTAL | | | \$70,000.00 | \$70,000.00 | \$7,321.60 | \$7,321.60 | | |
| AMP 2 - DEV 019 Scattered | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #019 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | 5 Year Plan Year # 3 & 4 |
| | DEV #019 1460 SUB TOTAL | 1460 | | \$55,000.00 | \$55,000.00 | \$0.00 | \$0.00 | |
| DEV #019 TOTAL | | | \$57,500.00 | \$57,500.00 | \$0.00 | \$0.00 | | |
| GRAND TOTAL | | | \$983,192.00 | \$983,192.00 | \$446,444.40 | \$426,669.41 | | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

**Required Submissions: OR001 (h)
2012**

Part I: Summary

| | | |
|---|--|--|
| PHA Name: Housing Authority of Clackamas County | Grant Type and Number Capital Fund Program Grant No: OR16P00150112 Date of CFFP: | Replacement Housing Factor Grant No: FFY of Grant: 2012 FFY of Grant Approval: |
|---|--|--|

| |
|--|
| Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 01) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/12 <input type="checkbox"/> Final Performance and Evaluation Report |
|--|

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
|------|--|----------------------|----------------------|--------------------|---------------|
| | | Original | Revised ² | Obligated | Expended |
| 1 | Total Non-CFP Funds | \$ - | \$ - | \$ - | \$ - |
| 2 | 1406 Operations (may not exceed 20% of line 20) ³ | \$ 178,500.00 | \$ 178,500.00 | \$ 178,500.00 | \$ 178,500.00 |
| 3 | 1408 Management Improvements | \$ 128,072.00 | \$ 128,072.00 | \$ 101,313.00 | \$ 12,046.76 |
| 4 | 1410 Administration (may not exceed 10% of line 20) | \$ 124,950.00 | \$ 124,950.00 | \$ 89,000.00 | \$ 89,000.00 |
| 5 | 1411 Audit | \$ 6,500.00 | \$ 6,500.00 | \$ 6,500.00 | \$ - |
| 6 | 1415 Liquidated Damages | \$ - | \$ - | \$ - | \$ - |
| 7 | 1430 Fees and Costs | \$ 47,850.00 | \$ 47,850.00 | \$ - | \$ - |
| 8 | 1440 Site Acquisition | \$ - | \$ - | \$ - | \$ - |
| 9 | 1450 Site Improvement | \$ 20,000.00 | \$ 20,000.00 | \$ - | \$ - |
| 10 | 1460 Dwelling Structures | \$ 301,750.00 | \$ 301,750.00 | \$ - | \$ - |
| 11 | 1465.1 Dwelling Equipment - Nonexpendable | \$ - | \$ - | \$ - | \$ - |
| 12 | 1470 Nondwelling Structures | \$ 20,000.00 | \$ 20,000.00 | \$ - | \$ - |
| 13 | 1475 Nondwelling Equipment | \$ 15,212.00 | \$ 15,212.00 | \$ - | \$ - |
| 14 | 1485 Demolition | \$ - | \$ - | \$ - | \$ - |
| 15 | 1492 Moving to Work Demonstration | \$ - | \$ - | \$ - | \$ - |
| 16 | 1495.1 Relocation Costs | \$ 50,000.00 | \$ 50,000.00 | \$ - | \$ - |
| 17 | 1499 Development Activities ⁴ | \$ - | \$ - | \$ - | \$ - |
| 18a | 1501 Collateralization of Debt Service paid by the PHA | \$ - | \$ - | \$ - | \$ - |
| 18ba | 9000 Collateralization or Debt Service paid Via System of Direct Payment | \$ - | \$ - | \$ - | \$ - |
| 19 | 1502 Contingency (may not exceed 8% of line 20) | \$ - | \$ - | \$ - | \$ - |
| 20 | Amount of Annual Grant: (sum of lines 2-19) | \$ 892,834.00 | \$ 892,834.00 | \$ 375,313.00 | \$ 279,546.76 |
| 21 | Amount of line 20 Related to LBP Activities | \$ - | \$ - | \$ - | \$ - |
| 22 | Amount of line 20 Related to Section 504 Activities | \$ - | \$ - | \$ - | \$ - |
| 23 | Amount of line 20 Related to Security -- Soft Costs | \$ - | \$ - | \$ - | \$ - |
| 24 | Amount of line 20 Related to Security -- Hard Costs | \$ - | \$ - | \$ - | \$ - |
| 25 | Amount of line 20 Related to Energy Conservation Measures | \$ 62,500.00 | \$ - | \$ - | \$ - |

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part I: Summary

| | | | | | |
|---|---------------------------------------|---|-----------------|--|-----------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150112 Replacement Housing Factor Grant No: Date of CFFP: | | FFY of Grant: 2012 FFY of Grant Approval: | |
| Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report | | | | | |
| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
| | | Original | Revised: | Obligated | Expended |
| Signature of Executive Director | | Date | | Signature of Public Housing Director | |
| | | | | Date | |

Part II: Supporting Pages

| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150112 Replacement Housing Factor Grant No: | | | | CFFP (Yes/No:) | | Federal FY of Grant: 2012 |
|--|--|--|------|----------------------|----------------------|------------------------------|-----------------------------|---|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Operations | 1. Operations | 1406 | 1 | \$178,500.00 | \$178,500.00 | \$178,500.00 | \$178,500.00 | COMPLETE |
| | SUB-TOTAL | 1406 | | \$178,500.00 | \$178,500.00 | \$178,500.00 | \$178,500.00 | |
| AMP-wide Mgmt. Improve. | 1. STAFF: Resident Services Salary & Benefits | 1408 | 100% | \$34,422.00 | \$26,259.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. STAFF: Asset Manager Salary & Benefits | 1408 | 5% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 3. STAFF: Youth Services Salary & Benefits/Activities/Contracts | 1408 | 1 | \$93,150.00 | \$101,313.00 | \$101,313.00 | \$12,046.76 | ONGOING |
| | 4. STAFF: Service Coordinator Salary & Benefits | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 5. TRAINING: Staff Training Improvement | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 6. Travel for Resident Services Specialist(s) | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 7. Software: Operating Systems & Office Software - Soft Costs | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | 8. TRAINING: Resident Training related to Agency Plan resident partnership process | 1408 | 1 | | \$500.00 | \$500.00 | \$0.00 | \$0.00 |
| | SUB-TOTAL | 1408 | | \$128,072.00 | \$128,072.00 | \$101,313.00 | \$12,046.76 | |
| AMP-wide Admin. | 1. Central Office Cost Center (COCC) Salary & Benefits | 1410 | 100% | \$89,000.00 | \$89,000.00 | \$89,000.00 | \$89,000.00 | COMPLETE |
| | 2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work | 1410 | 35% | \$35,950.00 | \$35,950.00 | \$0.00 | \$0.00 | ONGOING In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii) |
| | SUB-TOTAL | 1410 | | \$124,950.00 | \$124,950.00 | \$89,000.00 | \$89,000.00 | |
| Audit | 1. Financial Audit | 1411 | 100% | \$6,500.00 | \$6,500.00 | \$6,500.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1411 | | \$6,500.00 | \$6,500.00 | \$6,500.00 | \$0.00 | |
| AMP-wide Fees & Costs | 1. Architectural, Engineering, Consulting Services | 1430 | 1 | \$40,000.00 | \$40,000.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021 | 1430 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. Printing RFP's, Bid documents, other project related expenses | 1430 | 50 | \$350.00 | \$350.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1430 | | \$47,850.00 | \$47,850.00 | \$0.00 | \$0.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|--|-----|----------------------|----------------------|------------------------------|--|--|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150112 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | | Federal FY of Grant: 2012 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Site Improve. | 1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations | 1450 | 25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Improve. | 1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations | 1460 | 10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1460 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Equipment | 1. Ranges & Refrigerators | 1465 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1465 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-3 Non Dwelling Structures | Community Center Dwelling | 1470 | | | \$0.00 | \$0.00 | \$0.00 | |
| | a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.) | 1470 | 1 | \$20,000.00 | \$20,000.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1470 | | \$20,000.00 | \$20,000.00 | \$0.00 | \$0.00 | |
| PHA-wide Non-Dwelling Equipment | 1. Computers & Equipment | 1475 | 2 | \$5,000.00 | \$5,000.00 | \$0.00 | \$0.00 | ONGOING |
| | 2. Maintenance Vehicles & Equip | 1475 | 1 | \$10,212.00 | \$10,212.00 | \$0.00 | \$0.00 | ONGOING |
| | 3. Copier | 1475 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | N/A |
| | SUB-TOTAL | 1475 | | \$15,212.00 | \$15,212.00 | \$0.00 | \$0.00 | |
| PHA-wide Relocation Costs | 1. Relocation costs due to modernization activities | 1495 | 25 | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | ONGOING |
| | SUB-TOTAL | 1495 | | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | |
| Asset Management Properties (AMP) | | | | | | | | |
| AMP 1 - DEV 001 Clackamas Heights | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #001 1450 SUB TOTAL | 1450 | | \$10,000.00 | \$10,000.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$40,000.00 | \$40,000.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #001 1460 SUB TOTAL | 1460 | | \$40,000.00 | \$40,000.00 | \$0.00 | \$0.00 | |
| | DEV #007 TOTAL | | | \$50,000.00 | \$50,000.00 | \$0.00 | \$0.00 | |
| AMP 2 - DEV 007 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #007 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$57,250.00 | \$57,250.00 | \$0.00 | \$0.00 | ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$64,750.00 | \$64,750.00 | \$0.00 | \$0.00 | |
| | DEV #007 TOTAL | | | \$67,250.00 | \$67,250.00 | \$0.00 | \$0.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|----------------------------|--|----------------------|----------------------|------------------------------|--|----------------|
| PHA Name: Housing Authority of Clackamas County | | | Grant Type and Number Capital Fund Program Grant No: OR16P00150112 CFFP (Yes/No:) Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2012 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 010 Scattered Sites | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #010 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$57,250.00 | \$57,250.00 | \$0.00 | \$0.00 | ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | |
| | DEV #010 1460 SUB TOTAL | 1460 | | \$64,750.00 | \$64,750.00 | \$0.00 | \$0.00 | |
| | DEV #010 TOTAL | | | \$67,250.00 | \$67,250.00 | \$0.00 | \$0.00 | |
| AMP 2 - DEV 012 Scattered | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #012 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$57,250.00 | \$57,250.00 | \$0.00 | \$0.00 | ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | |
| | DEV #012 1460 SUB TOTAL | 1460 | | \$64,750.00 | \$64,750.00 | \$0.00 | \$0.00 | |
| DEV #012 TOTAL | | | \$67,250.00 | \$67,250.00 | \$0.00 | \$0.00 | | |
| AMP 2 - DEV 019 Scattered | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | ONGOING |
| | DEV #019 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$2,500.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$60,000.00 | \$60,000.00 | \$0.00 | \$0.00 | ONGOING |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$7,500.00 | \$0.00 | \$0.00 | |
| | DEV #019 1460 SUB TOTAL | 1460 | | \$67,500.00 | \$67,500.00 | \$0.00 | \$0.00 | |
| | DEV #019 TOTAL | | | \$70,000.00 | \$70,000.00 | \$0.00 | \$0.00 | |
| GRAND TOTAL | | | \$892,834.00 | \$892,834.00 | \$375,313.00 | \$279,546.76 | | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

**Required Submissions: OR001 (h)
2013**

Part I: Summary

| | | |
|---|--|--|
| PHA Name: Housing Authority of Clackamas County | Grant Type and Number Capital Fund Program Grant No: OR16P00150113 Date of CFFP: | Replacement Housing Factor Grant No: FFY of Grant: 2013 FFY of Grant Approval: |
|---|--|--|

| |
|---|
| Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 01) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report |
|---|

| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
|------|--|----------------------|----------------------|--------------------|----------|
| | | Original | Revised ² | Obligated | Expended |
| 1 | Total Non-CFP Funds | \$ - | \$ - | \$ - | \$ - |
| 2 | 1406 Operations (may not exceed 20% of line 20) ³ | \$ 178,500.00 | \$ - | \$ - | \$ - |
| 3 | 1408 Management Improvements | \$ 141,700.00 | \$ - | \$ - | \$ - |
| 4 | 1410 Administration (may not exceed 10% of line 20) | \$ 127,860.00 | \$ - | \$ - | \$ - |
| 5 | 1411 Audit | \$ 6,500.00 | \$ - | \$ - | \$ - |
| 6 | 1415 Liquidated Damages | \$ - | \$ - | \$ - | \$ - |
| 7 | 1430 Fees and Costs | \$ 50,350.00 | \$ - | \$ - | \$ - |
| 8 | 1440 Site Acquisition | \$ - | \$ - | \$ - | \$ - |
| 9 | 1450 Site Improvement | \$ 27,500.00 | \$ - | \$ - | \$ - |
| 10 | 1460 Dwelling Structures | \$ 290,000.00 | \$ - | \$ - | \$ - |
| 11 | 1465.1 Dwelling Equipment - Nonexpendable | \$ - | \$ - | \$ - | \$ - |
| 12 | 1470 Nondwelling Structures | \$ 30,000.00 | \$ - | \$ - | \$ - |
| 13 | 1475 Nondwelling Equipment | \$ 25,424.00 | \$ - | \$ - | \$ - |
| 14 | 1485 Demolition | \$ - | \$ - | \$ - | \$ - |
| 15 | 1492 Moving to Work Demonstration | \$ - | \$ - | \$ - | \$ - |
| 16 | 1495.1 Relocation Costs | \$ 15,000.00 | \$ - | \$ - | \$ - |
| 17 | 1499 Development Activities ⁴ | \$ - | \$ - | \$ - | \$ - |
| 18a | 1501 Collateralization of Debt Service paid by the PHA | \$ - | \$ - | \$ - | \$ - |
| 18ba | 9000 Collateralization or Debt Service paid Via System of Direct Payment | \$ - | \$ - | \$ - | \$ - |
| 19 | 1502 Contingency (may not exceed 8% of line 20) | \$ - | \$ - | \$ - | \$ - |
| 20 | Amount of Annual Grant: (sum of lines 2-19) | \$ 892,834.00 | \$ - | \$ - | \$ - |
| 21 | Amount of line 20 Related to LBP Activities | \$ - | \$ - | \$ - | \$ - |
| 22 | Amount of line 20 Related to Section 504 Activities | \$ - | \$ - | \$ - | \$ - |
| 23 | Amount of line 20 Related to Security -- Soft Costs | \$ - | \$ - | \$ - | \$ - |
| 24 | Amount of line 20 Related to Security -- Hard Costs | \$ - | \$ - | \$ - | \$ - |
| 25 | Amount of line 20 Related to Energy Conservation Measures | \$ 62,500.00 | \$ - | \$ - | \$ - |

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHA's with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part I: Summary

| | | | | | |
|---|---------------------------------------|---|-----------------|--------------------------------------|-------------------------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150113 Replacement Housing Factor Grant No: Date of CFFP: | | 2013 | FFY of Grant Approval: |
| Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report | | | | | |
| Line | Summary by Development Account | Total Estimated Cost | | Total Actual Cost: | |
| | | Original | Revised: | Obligated | Expended |
| Signature of Executive Director | | Date | | Signature of Public Housing Director | |
| | | | | Date | |

Part II: Supporting Pages

| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150113 Replacement Housing Factor Grant No: | | | | CFFP (Yes/No): | | Federal FY of Grant: 2013 |
|--|--|--|------|----------------------|----------------------|------------------------------|-----------------------------|--|
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP-wide Operations | 1. Operations | 1406 | 1 | \$178,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1406 | | \$178,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Mgmt. Improve. | 1. STAFF: Resident Services Salary & Benefits | 1408 | 100% | \$37,950.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 2. STAFF: Asset Manager Salary & Benefits | 1408 | 5% | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 3. STAFF: Youth Services Salary & Benefits/Activities/Contracts | 1408 | 1 | \$103,250.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 4. STAFF: Service Coordinator Salary & Benefits | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 5. TRAINING: Staff Training Improvement | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 6. Travel for Resident Services Specialist(s) | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 7. Software: Operating Systems & Office Software - Soft Costs | 1408 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 8. TRAINING: Resident Training related to Agency Plan resident partnership process | 1408 | 1 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1408 | | \$141,700.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Admin. | 1. Central Office Cost Center (COCC) Salary & Benefits | 1410 | 100% | \$89,000.00 | \$0.00 | \$0.00 | \$0.00 | In-house A&E work exempted from 10% max Admin costs per - 968.112 (n) (2) (ii) |
| | 2. CFP Capital Improvement Specialist Salary & Benefits - A&E Design Work | 1410 | 35% | \$38,860.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1410 | | \$127,860.00 | \$0.00 | \$0.00 | \$0.00 | |
| Audit | 1. Financial Audit | 1411 | 100% | \$6,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1411 | | \$6,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Fees & Costs | 1. Architectural, Engineering, Consulting Services | 1430 | 1 | \$40,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 2. Asbestos/Mold Testing/Remediation: Dev. 001 - 021 | 1430 | 1 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 3. Printing RFP's, Bid documents, other project related expenses | 1430 | 50 | \$350.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1430 | | \$50,350.00 | \$0.00 | \$0.00 | \$0.00 | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|--|-----|----------------------|---------------|-------------------|--|--|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150113 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | | Federal FY of Grant: 2013 | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised 1 | Funds Obligated 2 | Funds Expended 2 | |
| AMP-wide Site Improve. | 1. PHA-Wide Sitework, site paving, fencing, landscaping, site utilities at vacancy and 504 Accessibility Accommodations | 1450 | 25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1450 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Improve. | 1. PHA-Wide Dwelling Improvements to include cabinets, flooring, doors, garage doors, plumbing, HVAC, siding, chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations | 1460 | 10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | CFP Modernization at vacancy or at accommodation request - AMP to be determined at vacancy or upon accommodation request and modernization to be completed in phases |
| | SUB-TOTAL | 1460 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-wide Dwelling Equipment | 1. Ranges & Refrigerators | 1465 | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1465 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP-4 Non Dwelling Structures | Community Center Dwelling | 1470 | | | \$0.00 | \$0.00 | \$0.00 | |
| | a. Dwelling Renovation (Flooring, HVAC, Windows, Siding, Cabinets, Paint, etc.) | 1470 | 1 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1470 | | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| PHA-wide Non-Dwelling Equipment | 1. Computers & Equipment | 1475 | 2 | \$4,250.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 2. Maintenance Vehicles & Equip | 1475 | 1 | \$21,174.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 3. Copier | 1475 | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1475 | | \$25,424.00 | \$0.00 | \$0.00 | \$0.00 | |
| PHA-wide Relocation Costs | 1. Relocation costs due to modernization activities | 1495 | 25 | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | SUB-TOTAL | 1495 | | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| Asset Management Properties (AMP) | | | | | | | | |
| AMP 1 - DEV 001 Clackamas Heights | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$17,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #001 1450 SUB TOTAL | 1450 | | \$17,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$40,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #001 1460 SUB TOTAL | 1460 | | \$40,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #007 TOTAL | | | \$57,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP 2 - DEV 007 Scattered Sites | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #007 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #007 1460 SUB TOTAL | 1460 | | \$62,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #007 TOTAL | | | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | |

1 : To be completed for the Performance and Evaluation Report or a Revised Annual statement

2 : To be completed for the Performance and Evaluation Report

| Part II: Supporting Pages | | | | | | | | |
|---|---|--|---------------------|----------------------|----------------------|--|-----------------------------|----------------|
| PHA Name: Housing Authority of Clackamas County | | Grant Type and Number Capital Fund Program Grant No: OR16P00150113 CFFP (Yes/No): Replacement Housing Factor Grant No: | | | | Federal FY of Grant: 2013 | | |
| Development Number Name/HA-Wide Activities | General Description of Major Work Categories | Development Account No. | Qty | Total Estimated Cost | | Total Actual Cost | | Status of Work |
| | | | | Original | Revised ¹ | Funds Obligated ² | Funds Expended ² | |
| AMP 2 - DEV 010 Scattered Sites | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #010 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #010 1460 SUB TOTAL | 1460 | | \$62,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #010 TOTAL | | | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| AMP 2 - DEV 012 Scattered | 1. SITEWORK | 1450 | | | | | | |
| | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #012 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #012 1460 SUB TOTAL | 1460 | | \$62,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| DEV #012 TOTAL | | | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | | |
| AMP 2 - DEV 019 Scattered | a. Site Renovation (conc. drive, walkway, landscape, site drainage, etc.) | 1450 | 1 | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #019 1450 SUB TOTAL | 1450 | | \$2,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | 1. DWELLING STRUCTURES | 1460 | | | | | | |
| | a. Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring, etc.) | 1460 | 1 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| | b. Energy Improvements per Energy Audit (Water, Insulation, Heating, etc.) | 1460 | 1 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #019 1460 SUB TOTAL | 1460 | | \$62,500.00 | \$0.00 | \$0.00 | \$0.00 | |
| | DEV #019 TOTAL | | | \$65,000.00 | \$0.00 | \$0.00 | \$0.00 | |
| GRAND TOTAL | | | \$892,834.00 | \$0.00 | \$0.00 | \$0.00 | | |

¹ To be completed for the Performance and Evaluation Report or a Revised Annual statement

² To be completed for the Performance and Evaluation Report

| Part III: Implemetation Schedule for Capital Fund Financing Program | | | | | |
|--|--|--------|---|--|---|
| PHA Name: Housing Authority of Clackamas County | | | | Federal FY of Grant: 2013 | |
| Development Number Name/HA-Wide Activities | All Funds Obligated (Quarter Ending Date) | | All Funds Expended (Quarter Ending Date) | | Reasons for Revised Target Dates ¹ |
| | Original | Actual | Original | Actual | |
| PHA-Wide Operations | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Mgmt. Improvem'ts | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Admin. Costs | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Site Improvements | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Dwelling Improvements | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Dwelling Equipment | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Non- Dwelling Equipment | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Relocation | 3/11/2015 | | 3/11/2017 | | |
| PHA-Wide Contingency | 3/11/2015 | | 3/11/2017 | | |
| Heights | 3/11/2015 | | 3/11/2017 | | |
| 003 - Hillside park | 3/11/2015 | | 3/11/2017 | | |
| 004 - OCVM | 3/11/2015 | | 3/11/2017 | | |
| 005 - Hillside Manor | 3/11/2015 | | 3/11/2017 | | |
| 007 - Scattered Site | 3/11/2015 | | 3/11/2017 | | |
| 010 - Scattered Site | 3/11/2015 | | 3/11/2017 | | |
| 012 - Scattered Site | 3/11/2015 | | 3/11/2017 | | |
| 019 - Scattered Site | 3/11/2015 | | 3/11/2017 | | |
| 020 - Scattered Site | 3/11/2015 | | 3/11/2017 | | |

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing act of 1937, as amended.

Required Submissions: OR001 (i)

Capital Fund Program - Five Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 8/30/2011

| Part I: Summary | | | | | | |
|--|--|---|-----------------------------------|-----------------------------------|---|--|
| PHA Name/Number: Housing Authority of Clackamas Co. | | Locality: Oregon City/Clackamas/Oregon | | | <input checked="" type="checkbox"/> Original 5-Year Plan | <input type="checkbox"/> Revision No: _____ |
| A | Development Number and Name | Work Statement for year 1 FFY 2013 | Work Statement of Year 2 FFY 2014 | Work Statement of Year 3 FFY 2015 | Work Statement of Year 4 FFY 2016 | Work Statement of Year 5 FFY 2017 |
| | 001 | ANNUAL | \$ - | \$ 25,000.00 | \$ 10,000.00 | \$ 10,000.00 |
| | 002 | STATEMENT | \$ 235,000.00 | \$ 231,429.00 | \$ 227,984.00 | \$ 225,134.00 |
| | 003 | | \$ - | \$ - | \$ - | \$ - |
| | 004 | | \$ - | \$ - | \$ - | \$ - |
| | 005 | | \$ 25,000.00 | \$ - | \$ - | \$ - |
| B | Physical Improvements Subtotal | | | \$ 260,000.00 | \$ 256,429.00 | \$ 237,984.00 |
| C | Management Improvements | | \$ 215,464.00 | \$ 211,375.00 | \$ 218,150.00 | \$ 221,000.00 |
| D | AMP-Wide Non-dwelling Structures and Equipment | | \$ - | \$ - | \$ 10,000.00 | \$ 10,000.00 |
| E | Administration | | \$ 144,915.00 | \$ 146,530.00 | \$ 148,200.00 | \$ 148,200.00 |
| F | Other | | \$ 93,955.00 | \$ 100,000.00 | \$ 100,000.00 | \$ 100,000.00 |
| G | Operations | | \$ 178,500.00 | \$ 178,500.00 | \$ 178,500.00 | \$ 178,500.00 |
| H | Demolition | | \$ - | \$ - | \$ - | \$ - |
| I | Development | | \$ - | \$ - | \$ - | \$ - |
| J | Capital Fund Financing Debt Service | | \$ - | \$ - | \$ - | \$ - |
| K | Total CFP Funds | | \$ 892,834.00 | \$ 892,834.00 | \$ 892,834.00 | \$ 892,834.00 |
| L | Total Non-CFP Funds | | | | | |
| M | Grand Total | | \$ 892,834.00 | \$ 892,834.00 | \$ 892,834.00 | \$ 892,834.00 |

| Part II: Supporting Pages - Physical Needs Work Statement(s) | | | | | | | | |
|---|---|---|--------------------------------------|-------------------------|---|---|--------------------------------|----------------------|
| Work Statement for Year 1 FFY | Work Statement for Year: 2 FFY: 2014 | | | | Work Statement for Year: 3 FFY: 2015 | | | |
| | Development Name/Number | General Description of Major Work Categories | Qty | Estimated Cost | Development Name/Number | Major Work Categories | Qty | Estimated Cost |
| See Annual Statement | AMP-2 Scattered Sites | Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD) | 2 | \$20,000.00 | AMP-1 Clackaams Heights | Non-Dwelling Structure: playgrounds Sub-Total AMP-1 | 1 | \$ 25,000.00 |
| | | Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (Units TBD) | 6 | \$215,000.00 | | | 3 | \$ 20,000.00 |
| | Sub-Total AMP-2 | | \$235,000.00 | | Sub-Total AMP-2 | | 4 | \$ 211,429.00 |
| | AMP-5 Hillside Manor | Dwelling Improvement Upgrade Entry System | 1 | \$25,000.00 | Sub-Total AMP-2 | | \$ 231,429.00 | |
| | | | Sub-Total AMP-5 Dwelling 1460 | | \$25,000.00 | | Physical Needs Subtotal | |
| | Physical Needs Subtotal | | | | \$260,000.00 | | | |
| | AMP Other | A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation | 1 | \$17,500.00 | AMP Other | A/E & Consulting AMP-Wide Relocation Costs Asbestos Testing/Abatement Mold Testing/Remediation | 1 | \$ 15,000.00 |
| | | | 20 | \$61,455.00 | | | 20 | \$ 70,000.00 |
| | | | 1 | \$7,500.00 | | | 5 | \$ 7,500.00 |
| | | | 2 | \$7,500.00 | | | 5 | \$ 7,500.00 |
| Sub-Total Other | | \$93,955.00 | | Sub-Total Other | | \$ 100,000.00 | | |
| 2014 Grand Total | | | | \$353,955.00 | | | | |
| | | | | 2015 Grand Total | | | | \$ 356,429.00 |

| Part II: Supporting Pages - Physical Needs Work Statement(s) | | | | | | | | | | |
|---|---|---|----------------------|-------------------------|--------------------------------|---|----------------------|----------------------|--|--|
| Work Statement for Year 1 FFY | Work Statement for Year: 5 FFY: 2016 | | | | | Work Statement for Year: 5 FFY: 2017 | | | | |
| | Development Name/Number | Major Work Categories | Qty | Estimated Cost | Development Name/Number | Major Work Categories | Qty | Estimated Cost | | |
| See Annual Statement | AMP-1 Clackaams Heights | Non-Dwelling Structure: playgrounds | 1 | \$ 10,000.00 | AMP-3 Clackaams Heights | Non-Dwelling Structure: playgrounds | 1 | \$ 10,000.00 | | |
| | Sub-Total AMP-1 | | | \$ 10,000.00 | Sub-Total AMP-1 | | | \$ 10,000.00 | | |
| | AMP-2 Scattered Sites | Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD) | 3 | \$ 15,000.00 | AMP-2 Scattered Sites | Sitework, site paving, fencing landscaping, site utilities at vacancy and 504 Accessibility Accommodations Sitework modern. full remodel (units TBD) | 3 | \$ 20,000.00 | | |
| | | Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD) | 4 | \$ 212,984.00 | | Dwell Improve-cabinets, flooring, doors, garage doors, plumb, HVAC, siding chimney removal, windows, roofs, kitchens, attached porches and patios at vacancy, and 504 Accessibility Accommodations Dwelling modern. full remodel (units TBD) | 4 | \$ 205,134.00 | | |
| | Sub-Total AMP-2 | | | \$ 227,984.00 | Sub-Total AMP-2 | | | \$ 225,134.00 | | |
| | Physical Needs Subtotal | | | \$ 237,984.00 | Physical Needs Subtotal | | | \$ 235,134.00 | | |
| | AMP Other | A/E & Consulting | 1 | \$ 15,000.00 | AMP Other | A/E & Consulting | 1 | \$ 20,000.00 | | |
| | | AMP-Wide Relocation Costs | 20 | \$ 65,000.00 | | AMP-Wide Relocation Costs | 20 | \$ 65,000.00 | | |
| | | Asbestos Testing/Abatement | 5 | \$ 10,000.00 | | Asbestos Testing/Abatement | 5 | \$ 7,500.00 | | |
| | | Mold Testing/Remediation | 5 | \$ 10,000.00 | | Mold Testing/Remediation | 5 | \$ 7,500.00 | | |
| Sub-Total Other | | | \$ 100,000.00 | Sub-Total Other | | | \$ 100,000.00 | | | |
| 2016 Grand Total | | | \$ 337,984.00 | 2017 Grand Total | | | \$ 335,134.00 | | | |

| Part III: Supporting Pages - Management Needs Work Statement(s) | | | | | | |
|--|---|--|-----------------------------------|---|--|-----------------------------------|
| Work Statement for Year 1 FFY | Work Statement for Year: 2 FFY: 2014 | | | Work Statement for Year: 3 FFY: 2015 | | |
| | Development Name/Number | General Description of Major Work Categories | Estimated Cost | Development Name/Number | General Description of Major Work Categories | Estimated Cost |
| See Annual Statement | Management Improvements 1408 | Service Coordinator | \$ 76,329.00 | Management Improvements 1408 | Service Coordinator | \$ 79,000.00 |
| | | Asset Manager | \$ - | | Asset Manager | \$ - |
| | | Youth Services Coordinator | \$ 99,785.00 | | Youth Services Coordinator | \$ 103,275.00 |
| | | Travel for Resident Service Specialist | \$ 100.00 | | Travel for Resident Service Specialist | \$ 100.00 |
| | | Computer Software (Soft Costs) | \$ 1,500.00 | | Computer Software (Soft Costs) | \$ 1,000.00 |
| | | Computer Systems/Maint Equipment | \$7,500.00 | | Computer Systems/Maint Equipment | \$3,000.00 |
| | | Maint Vehicle Truck/Van/Equip | \$22,250.00 | | Maint Vehicle Truck/Van/Equip | \$25,000.00 |
| | | Copier | \$8,000.00 | | | |
| | | Sub-Total Management Improv. - 1408 | \$ 215,464.00 | | Sub-Total Management Improv. - 1408 | \$ 211,375.00 |
| | | Adminstration 1410 | Central Office Cost Center (COCC) | \$ 98,000.00 | Adminstration 1410 | Central Office Cost Center (COCC) |
| | | Salary & Benefits | | | Salary & Benefits | |
| | | CFP Capital Improvement Coordinator | \$ 40,415.00 | | CFP Capital Improvement Coordinator | |
| | | Salary & Benefits A&E Services | | | Salary & Benefits A&E Services | \$ 42,030.00 |
| | Sub-Total Administration - 1410 | \$ 138,415.00 | | Sub-Total Administration - 1410 | \$ 140,030.00 | |
| | Audit 1411 | Financial Audit | \$ 6,500.00 | Audit 1411 | Financial Audit | \$ 6,500.00 |
| | Sub-Total Administration - 1411 | \$ 6,500.00 | | Sub-Total Administration - 1411 | \$ 6,500.00 | |
| | 2014 Grand Total | \$ 360,379.00 | | 2015 Grand Total | \$ 357,905.00 | |

| Part III: Supporting Pages - Management Needs Work Statement(s) | | | | | | |
|--|---|--|----------------------|---|--|----------------------|
| Work Statement for Year 1 FFY | Work Statement for Year: 4 FFY: 2016 | | | Work Statement for Year: 5 FFY: 2017 | | |
| | Development Name/Number | General Description of Major Work Categories | Estimated Cost | Development Name/Number | General Description of Major Work Categories | Estimated Cost |
| See Annual Statement | Management Improvements 1408 | Service Coordinator | \$ 81,750.00 | Management Improvements 1408 | Service Coordinator | \$ 84,600.00 |
| | | Asset Manager | \$ - | | Asset Manager | \$ - |
| | | Youth Services Coordinator | \$ 106,800.00 | | Youth Services Coordinator | \$ 106,800.00 |
| | | Travel for Resident Service Specialist | \$ 100.00 | | Travel for Resident Service Specialist | \$ 100.00 |
| | | Computer Software (Soft Costs) | \$ 1,500.00 | | Computer Software (Soft Costs) | \$ 1,500.00 |
| | | Computer Systems/Maint Equipment | \$3,000.00 | | Computer Systems/Maint Equipment | \$3,000.00 |
| | | Maint Vehicle Truck/Van/Equip | \$25,000.00 | | Maint Vehicle Truck/Van/Equip | \$25,000.00 |
| | | Sub-Total Management Improv. - 1408 | \$ 218,150.00 | | Sub-Total Management Improv. - 1408 | \$ 221,000.00 |
| | Administration 1410 | Central Office Cost Center (COCC) | \$ 98,000.00 | Administration 1410 | Central Office Cost Center (COCC) | \$ 98,000.00 |
| | | Salary & Benefits | | | Salary & Benefits | |
| | CFP Capital Improvement Coordinator | | | CFP Capital Improvement Coordinator | | |
| | Salary & Benefits A&E Services | \$ 43,700.00 | | Salary & Benefits A&E Services | \$ 43,700.00 | |
| | Sub-Total Administration - 1410 | \$ 141,700.00 | | Sub-Total Administration - 1410 | \$ 141,700.00 | |
| Audit 1411 | Financial Audit | \$ 6,500.00 | Audit 1411 | Financial Audit | \$ 6,500.00 | |
| | Sub-Total Administration - 1411 | \$ 6,500.00 | | Sub-Total Administration - 1411 | \$ 6,500.00 | |
| | 2016 Grand Total | \$ 366,350.00 | | 2017 Grand Total | \$ 369,200.00 | |



2 **COPY**
CAMPBELL M. GELMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

April 4, 2013

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

Board of County Commissioner
Clackamas County

Members of the Board:

A Resolution Authorizing Initiation of a Local Improvement District for Street and Storm Drainage Improvements to Forest Park Road (P3115), Leisure Lane (P3114), Mountain Terrace (P3113), and Woodview Lane (P3112)

| | |
|--|---|
| Purpose/Outcomes | Initiate a proposed LID through adoption of an initiating resolution directing the Department of Transportation to prepare a preliminary feasibility study and directing the Finance Director to evaluate the proposed District according to financial criteria and furnish financing recommendations for timely repayment of project debt. |
| Dollar Amount and Fiscal Impact | Estimated total LID project cost is \$1,133,359 to be assessed against the benefitting properties. If this LID is approved and the roads are accepted for maintenance by the county, there will be annual costs associated with road maintenance. |
| Funding Source | Funding will be provided through short term financing or bonded debt, with reimbursement from the property owners through lump sum payments and/or financing over 10 years. Project scoping and design costs prior to remonstrance will be provided from the LID Construction Fund. |
| Safety Impact | None |
| Duration | If the LID is approved by the Board following the remonstrance period, funding will be obtained, construction will be completed, and properties will be assessed a share of the total cost, with financing occurring over a ten year period. |
| Previous Board Action | BCC Study Session on February 19, 2013 directed staff to proceed with the LID initiation process for Leisure Woods. |
| Contact Person | Kenneth Kent, Development Review Coordinator – DTD 503-742-4325 |

BACKGROUND:

In accordance with ORS 371.615 and Title 4 of the County Code, a petition requesting the improvement of roads within the Leisure Woods subdivision, including Forest Park Road, Leisure Lane, Mountain Terrace and Woodview Lane and been signed and submitted by a 76 percent majority of the property owners representing 71 percent of the land abutting this proposed improvement. The LID proposes to improve the roads to a County standard for future acceptance of the roads for County maintenance.

Capital improvement costs of this LID will be the responsibility of the benefited property owners. Costs of these improvements will be paid by a special assessment against the properties benefited.

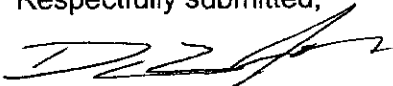
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This order has been reviewed and approved by County Counsel.

RECOMMENDATION:

It is recommended that the Board approve this Order which will direct this Department, as per ORS 374.625, to investigate the proposed improvements and report as to the feasibility of these improvements, the method of assessment, and description of the benefited properties.

Respectfully submitted,



Dan Johnson, Development Engineering Manager

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

A Resolution Authorizing Initiation of a Local Improvement District for Street and Storm Drainage Improvements to Forest Park Road (P3115), Leisure Lane (P3114), Mountain Terrace (P3113), and Woodview Lane (P3112) in Section 35, T3S, R3E, W.M., Clackamas County, Oregon



Order No.
(Page 1 of 2)

WHEREAS, a petition has been received by the Department of Transportation and Development requesting a Local Improvement District be formed for street and storm drainage improvements for roads within the Leisure Woods subdivision, located within Section 35, T3S, R3E, W.M., Clackamas County, Oregon; and,

WHEREAS, said petition contains signatures of 76% of the owners, representing 71% of the land abutting the improvements; and,

WHEREAS, the petition requests improvements acceptable to the County for a local access road, including engineering;

NOW, THEREFORE, it is hereby resolved:

1. Clackamas County approves the initiation of proceedings to form a Local Improvement District pursuant to County LID Title 4 of the County Code and ORS 371.065 to 371.660 for the improvement of Forest Park Road (P3115), Leisure Lane (P3114), Mountain Terrace (P3113), and Woodview Lane (P3112), public roads located in Section 35, T3S, R3E, W.M., Clackamas County, Oregon; and,
2. Pursuant to Section 1.103-18 of the United States Treasury Department Income Tax Regulations, the Board declares its official intent to reimburse expenditures for the improvements described in this resolution by issuing warrants, notes, bonds, or other obligations. Interim financing obligations will be in a principal amount which does not exceed the costs of the improvements and related costs of administration and financing. Long term financing will be in an amount equal to the costs of the improvements and related costs of administration and financing, less amounts paid by benefited property owners prior to issuance of the obligations. The total costs of the improvements and related costs of administration and financing are estimated not to exceed \$1,133,359; and,

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

A Resolution Authorizing Initiation of a Local Improvement District for Street and Storm Drainage Improvements to Forest Park Road (P3115), Leisure Lane (P3114), Mountain Terrace (P3113), and Woodview Lane (P3112) in Section 35, T3S, R3E, W.M., Clackamas County, Oregon



Order No.
(Page 2 of 2)

3. The Director of the Department of Transportation and Development for Clackamas County be hereby directed to investigate the proposed improvement and report to this Board the Director's judgment as to the feasibility of such proposed improvement, and if in the Director's judgment the improvement is feasible, the Director shall further make and report to this Board the following:
 - a) Preliminary plans for the improvements to be constructed;
 - b) Estimated costs of construction of the improvement;
 - c) Recommendation as to the method of assessment to be used to arrive at a fair apportionment of the whole or any portion of the cost of the improvement to the property owner(s) specifically benefited;
 - d) Description and assessed value of each lot, parcel of land or portion thereof to be specifically benefited by the improvement, with names of the owners of record thereof.

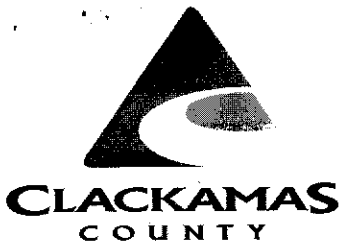
4. The Clackamas County Treasurer/Finance Director be hereby directed to provide this Board with financing recommendations, guidelines and criteria for timely repayment of the construction and administrative costs associated with this project.

DATED this 4th day of April, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary




Marc Gonzales
Director

DEPARTMENT OF FINANCE

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

MEMORANDUM

TO : Clackamas County Board of Commissioners
Cam Gilmour
Kevin Noreen
Ken Kent
Deana Mulder

FROM : Marc Gonzales
Finance Director 

DATE : August 14, 2012

RE : Proposed Leisure Woods Subdivision Local Improvement District

Attached is the financial evaluation for the proposed Local Improvement District (District) noted above. This evaluation is based on information provided by Deana Mulder, Development Review Coordinator, Ken Kent, Senior Planner, and Kevin Noreen, LID Program Manager.

The Assessed Value Assessment (AVA) ratio of 15.74:1 is better than the 3:1 minimum acceptable ratio for a Local Improvement District project to be considered, and no individual property falls below the minimum. In addition, there are no major property holders in the project. The three properties with the highest assessed value comprise approximately 6.5% of the total assessed value of the properties in the District.

There are five vacant lots on this project.

Based on the information provided the financial recommendation is to proceed with this LID formation.

LID staff will prepare the board order and memoranda necessary to continue the process.



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

MEMORANDUM

TO: MARC GONZALES

FROM: KEVIN NOREEN – Development Review Supervisor, LID Program Manager *KN*

DATE: August 8, 2012

SUBJECT: FINANCIAL ANALYSIS – LEISURE WOODS SUBDIVISION LID

This is a request to have you evaluate the financial viability of the proposed Leisure Woods LID. Per the LID Policy and Procedure Manual, the following documents are attached for your review:

- The tax map showing:
 - the proposed district boundary,
 - Individual tax lots, and the roadways to be improved;
 - preliminary project estimate;
- The proposed owner list for the district that includes the assessment cost ratios for the proposed Leisure Woods local improvement district (LID) project;
- A copy of the signed petition;
- The engineer's estimate

The project costs are estimated at \$1,133,376.02. The total market value of the district is \$17,837,211.00. This gives an assessed value to assessment ratio (AVA) of 15.74 to 1.

The AVA ratio for the 67 individual properties that will benefit from the proposed LID ranges from 3.42 to 1 to 23.16 to 1. The project assessment for individual lots equates to \$16,916.06 each. The Department of Transportation & Development staff has determined that one hundred percent (100%) of the properties meet the minimum 3 to 1 market value to the proposed LID project assessment per property.

There are no major property holders on this project. The three properties with the highest assessed value comprise only 6.42% of the total assessed value of the properties within the district.

The Tax Assessor's records do not show any parity tax liens.

There are five (5) vacant lots within the district. The percentage of the project which is vacant at this time is seven and one half (7.5%) percent.

I will wait for your financial evaluation and recommendations before proceeding with the initiation of the LID. Please let me know if you have any questions.

Owner List for Leisure Woods LID

| MAP TAX LOT | TAX PAYER | MAIL ADDRESS | CITY | STATE | ZIP | TAXVAL | TOTAL VALUE | Assessment/ Property | VAL TO ASSESSMENT RATIO TO 1 |
|--------------|-------------------------------|------------------------|-------------|-------|-------|-----------------|---------------|-------------------------|------------------------------------|
| 33E35D 00800 | DODGE DION D & KRISTINA A | 22705 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 48905.00000000 | \$ 57,885.00 | \$ 16,916.06 | 3.42 |
| 33E35D 02200 | BECKGREN BILL R & LISA M | 23661 S LEISURE LN | BEAVERCREEK | OR | 97004 | 57703.00000000 | \$ 88,622.00 | \$ 16,916.06 | 5.24 |
| 33E35C 04700 | LINDAHL DOUGLAS D & VIOLET Y | 22375 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 62461.00000000 | \$ 98,266.00 | \$ 16,916.06 | 5.81 |
| 33E35C 02200 | SHINTANI YOSHIRO | 7605 SE RAMONA ST | PORTLAND | OR | 97206 | 78119.00000000 | \$ 122,942.00 | \$ 16,916.06 | 7.27 |
| 33E35C 00400 | KETCHERSID LINDA V | PO BOX 918 | BEAVERCREEK | OR | 97004 | 166900.00000000 | \$ 192,067.00 | \$ 16,916.06 | 11.35 |
| 33E35D 00700 | DODGE DION D & KRISTINA A | 22705 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 177953.00000000 | \$ 211,971.00 | \$ 16,916.06 | 12.53 |
| 33E35C 02400 | PALMEHN | 22430 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 209194.00000000 | \$ 213,996.00 | \$ 16,916.06 | 12.65 |
| 33E35C 03200 | DUNFEE GARY W TRUSTEE | 22500 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 183240.00000000 | \$ 215,297.00 | \$ 16,916.06 | 12.73 |
| 33E35C 03400 | MOYER SCOTT D & JENNIFER L | 23781 S LEISURE LN | BEAVERCREEK | OR | 97004 | 172074.00000000 | \$ 215,954.00 | \$ 16,916.06 | 12.77 |
| 33E35C 04400 | FINUCANE EUGENE S TRUSTEE | 23583 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 181828.00000000 | \$ 218,104.00 | \$ 16,916.06 | 12.89 |
| 33E35C 02000 | ELSTON DAVID A & PHYLLIS W | 23381 S FELLOWS RD | BEAVERCREEK | OR | 97004 | 8999.00000000 | \$ 218,635.00 | \$ 16,916.06 | 12.92 |
| 33E35C 01200 | ALLEGRIANA NEIL J | 22055 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 216703.00000000 | \$ 223,340.00 | \$ 16,916.06 | 13.20 |
| 33E35C 03900 | SCHUTJER ROBIN L | 22415 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 182668.00000000 | \$ 223,794.00 | \$ 16,916.06 | 13.23 |
| 33E35D 03000 | COWELL RAYFORD G & NANCY A | 23533 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 137688.00000000 | \$ 227,989.00 | \$ 16,916.06 | 13.48 |
| 33E35C 02500 | KESTERSON BRETT I & DIANA M | 23845 S MOUNTAIN TER | BEAVERCREEK | OR | 97004 | 147545.00000000 | \$ 229,915.00 | \$ 16,916.06 | 13.59 |
| 33E35C 03800 | COOPER GARY G & KATHRYN A | 22425 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 196897.00000000 | \$ 236,194.00 | \$ 16,916.06 | 13.96 |
| 33E35C 00100 | CONNELLY ROBERT E & ORRIL J | 22150 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 217316.00000000 | \$ 240,123.00 | \$ 16,916.06 | 14.19 |
| 33E35D 02800 | RISING BENJAMIN A | 23544 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 201204.00000000 | \$ 242,791.00 | \$ 16,916.06 | 14.35 |
| 33E35D 02900 | BERGLUND ERIK O TRUSTEE | 23524 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 236476.00000000 | \$ 246,026.00 | \$ 16,916.06 | 14.54 |
| 33E35D 01500 | NAYLOR KEVIN W & MICHELLE | 22610 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 229291.00000000 | \$ 246,189.00 | \$ 16,916.06 | 14.55 |
| 33E35C 00200 | SLOWIK DAVID A & SUSAN P | 22160 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 214536.00000000 | \$ 247,221.00 | \$ 16,916.06 | 14.61 |
| 33E35D 02700 | DICKEY DAVID L & PAM G | 23574 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 217683.00000000 | \$ 247,361.00 | \$ 16,916.06 | 14.65 |
| 33E35C 01700 | VEVEIROS BENJAMIN R | 22120 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 200549.00000000 | \$ 248,404.00 | \$ 16,916.06 | 14.68 |
| 33E35C 02100 | WILCOX JAMIE R | 22330 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 243862.00000000 | \$ 249,246.00 | \$ 16,916.06 | 14.73 |
| 33E35C 00800 | TURPIN DANIEL M | 22265 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 233183.00000000 | \$ 249,548.00 | \$ 16,916.06 | 14.75 |
| 33E35D 02600 | TAYLOR | 23751 S LEISURE LN | BEAVERCREEK | OR | 97004 | 205636.00000000 | \$ 256,361.00 | \$ 16,916.06 | 15.18 |
| 33E35C 03300 | GOLOSBY MIKE & MARY | 22560 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 171044.00000000 | \$ 257,038.00 | \$ 16,916.06 | 15.20 |
| 33E35C 02800 | STARK DAVID | 23910 S MOUNTAIN TER | BEAVERCREEK | OR | 97004 | 214206.00000000 | \$ 260,240.00 | \$ 16,916.06 | 15.38 |
| 33E35C 01800 | HARRIS DEBORAH A | 22060 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 218599.00000000 | \$ 262,873.00 | \$ 16,916.06 | 15.54 |
| 33E35C 04200 | WADDELL DALE R & KAREN L | 23606 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 222786.00000000 | \$ 263,714.00 | \$ 16,916.06 | 15.59 |
| 33E35C 00700 | TIANO TONY J & ALLISON V | 22285 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 227197.00000000 | \$ 264,851.00 | \$ 16,916.06 | 15.66 |
| 33E35C 04800 | GRYCKO JOSEPH J JR | PO BOX 2441 | OREGON CITY | OR | 97045 | 221549.00000000 | \$ 264,945.00 | \$ 16,916.06 | 15.66 |
| 33E35C 03600 | PETERSON GAIL A | 22495 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 225272.00000000 | \$ 265,234.00 | \$ 16,916.06 | 15.68 |
| 33E35C 03500 | WINCZEWSKI TOM A & PEGGY L | 23821 S LEISURE LN | BEAVERCREEK | OR | 97004 | 228766.00000000 | \$ 266,761.00 | \$ 16,916.06 | 15.77 |
| 33E35D 01900 | CLOSNER DELWIN L JR & PEGGY L | 23666 S LEISURE LN | BEAVERCREEK | OR | 97004 | 168321.00000000 | \$ 268,372.00 | \$ 16,916.06 | 15.86 |
| 33E35C 01900 | PAULSON JED | 22010 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 226911.00000000 | \$ 268,578.00 | \$ 16,916.06 | 15.88 |

Owner List for Leisure Woods LID

| MAP TAX LOT | TAX PAYER | MAIL ADDRESS | CITY | STATE | ZIP | TAXVAL | TOTAL VALUE | Assessment/ Property | VAL TO ASSESSMENT RATIO TO 1 |
|--------------|------------------------------|------------------------|-------------|-------|-------|-----------------------|------------------|-------------------------|------------------------------------|
| 33E35D 02300 | BECKGREN BILL R & LISA M | 23661 S LEISURE LN | BEAVERCREEK | OR | 97004 | 236749.00000000 | \$ 269,611.00 | \$ 16,916.06 | 15.94 |
| 33E35D 02500 | OVERSTREET CHRISTINE | 23721 S LEISURE LN | BEAVERCREEK | OR | 97004 | 202544.00000000 | \$ 269,741.00 | \$ 16,916.06 | 15.95 |
| 33E35C 01300 | SWEET JIMMIE LEE | 22175 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 225523.00000000 | \$ 274,554.00 | \$ 16,916.06 | 16.23 |
| 33E35D 02100 | SLIGER CHARLES L | 23630 S LEISURE LN | BEAVERCREEK | OR | 97004 | 178932.00000000 | \$ 275,003.00 | \$ 16,916.06 | 16.26 |
| 33E35C 02300 | DOUGAN R CRAIG & BARBARA A | 3433 SE ROCKWOOD ST | MILWAUKIE | OR | 97222 | 264536.00000000 | \$ 275,496.00 | \$ 16,916.06 | 16.29 |
| 33E35D 01800 | TURNER ANDREW T | 23732 S LEISURE LN | BEAVERCREEK | OR | 97004 | 280356.00000000 | \$ 280,356.00 | \$ 16,916.06 | 16.57 |
| 33E35C 01600 | RANDALL JOHN E & DARLENE L | 22130 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 245132.00000000 | \$ 280,404.00 | \$ 16,916.06 | 16.58 |
| 33E35D 01400 | KELLEY JAMES W & CHRISTINE C | 22720 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 206704.00000000 | \$ 281,850.00 | \$ 16,916.06 | 16.66 |
| 33E35C 01500 | CASE KAREN N | 22140 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 287985.00000000 | \$ 287,985.00 | \$ 16,916.06 | 17.02 |
| 33E35C 02700 | GABRIELSEN DAVID B | 23905 S MOUNTAIN TER | BEAVERCREEK | OR | 97004 | 202613.00000000 | \$ 289,523.00 | \$ 16,916.06 | 17.12 |
| 33E35C 01400 | SANCHEZ SANDRA J | 22125 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 257821.00000000 | \$ 290,089.00 | \$ 16,916.06 | 17.15 |
| 33E35C 04500 | ADAMS THOMAS K | 22755 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 236721.00000000 | \$ 300,066.00 | \$ 16,916.06 | 17.74 |
| 33E35D 02400 | GRAY JONATHAN O & CINDY JOY | 23711 S LEISURE LN | BEAVERCREEK | OR | 97004 | 263284.00000000 | \$ 301,221.00 | \$ 16,916.06 | 17.81 |
| 33E35C 02600 | GATES JAMES & SHAWNA | 23885 S MOUNTAIN TER | BEAVERCREEK | OR | 97004 | 265834.00000000 | \$ 302,695.00 | \$ 16,916.06 | 17.89 |
| 33E35C 00300 | KEMNITZ RENEE | 22172 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 269469.00000000 | \$ 303,454.00 | \$ 16,916.06 | 17.94 |
| 33E35D 01600 | BURBACH KEITH D & WILLETTE N | 22645 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 291839.00000000 | \$ 304,116.00 | \$ 16,916.06 | 17.98 |
| 33E35D 02000 | GREER DALE GENE | 23640 S LEISURE LN | BEAVERCREEK | OR | 97004 | 171372.00000000 | \$ 306,760.00 | \$ 16,916.06 | 18.13 |
| 33E35C 04600 | LINDAHL DOUGLAS D & VIOLET Y | 22375 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 302517.00000000 | \$ 310,350.00 | \$ 16,916.06 | 18.35 |
| 33E35D 01700 | LEWIS ULRIKE M | 23834 S LEISURE LN | BEAVERCREEK | OR | 97004 | 221771.00000000 | \$ 311,765.00 | \$ 16,916.06 | 18.43 |
| 33E35C 03000 | SUNSERI JANIS J | 22480 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 296388.00000000 | \$ 313,777.00 | \$ 16,916.06 | 18.55 |
| 33E35C 04300 | VANRIJ PAUL F & TRESSA | 23598 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 272205.00000000 | \$ 325,491.00 | \$ 16,916.06 | 19.24 |
| 33E35C 01100 | HART SIGRID L | 22005 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 308690.00000000 | \$ 326,079.00 | \$ 16,916.06 | 19.28 |
| 33E35C 00500 | WHITE ADAM R & MELISSA D | 22190 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 257244.00000000 | \$ 330,117.00 | \$ 16,916.06 | 19.52 |
| 33E35C 00900 | SKINNER ROBERT R & LYNN M | PO BOX 342 | GREGON CITY | OR | 97045 | 225117.00000000 | \$ 330,682.00 | \$ 16,916.06 | 19.55 |
| 33E35C 04000 | MAKIN JOHN F & DANIELLE M | 23700 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 305157.00000000 | \$ 334,574.00 | \$ 16,916.06 | 19.78 |
| 33E35C 03100 | IRVING JAMES S | 22490 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 354589.00000000 | \$ 354,589.00 | \$ 16,916.06 | 20.96 |
| 33E35C 01000 | STODDARD JOHN G & ANDREA L | 22185 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 309902.00000000 | \$ 361,733.00 | \$ 16,916.06 | 21.38 |
| 33E35C 04100 | HALL ADAM L & YOLANDA S | 23684 S WOODVIEW LN | BEAVERCREEK | OR | 97004 | 315217.00000000 | \$ 374,271.00 | \$ 16,916.06 | 22.13 |
| 33E35C 00600 | PETREQUIN PHILIP L & PAULA M | 22220 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 283889.00000000 | \$ 377,427.00 | \$ 16,916.06 | 22.31 |
| 33E35C 03700 | CRIDER JASON M & GEORGETTE | 22435 S FOREST PARK RD | BEAVERCREEK | OR | 97004 | 372466.00000000 | \$ 389,811.00 | \$ 16,916.06 | 23.04 |
| 33E35C 02900 | SHURA ROGER D & RAYANNE M | 23860 S MOUNTAIN TER | BEAVERCREEK | OR | 97004 | 355308.00000000 | \$ 391,714.00 | \$ 16,916.06 | 23.16 |
| | | | | | | Total | \$ 17,837,211.00 | | |
| | | | | | | Total LID | | \$ 1,133,376.02 | |
| | | | | | | Assessment per Parcel | | \$ 16,916.06 | |
| | | | | | | 3x Assessment Value | | \$ 50,748.18 | |

The Tax Assessor's records do not show any parity tax liens

Leisure Woods estimate

JULY 3, 2012 Deana Mulder

| | |
|-----------------------------|--------------------|
| Total cost of Bid Items | \$839,525 |
| 20% construction management | \$167,905 |
| Contingency 15% | \$125,929 |
| Total | \$1,133,359 |

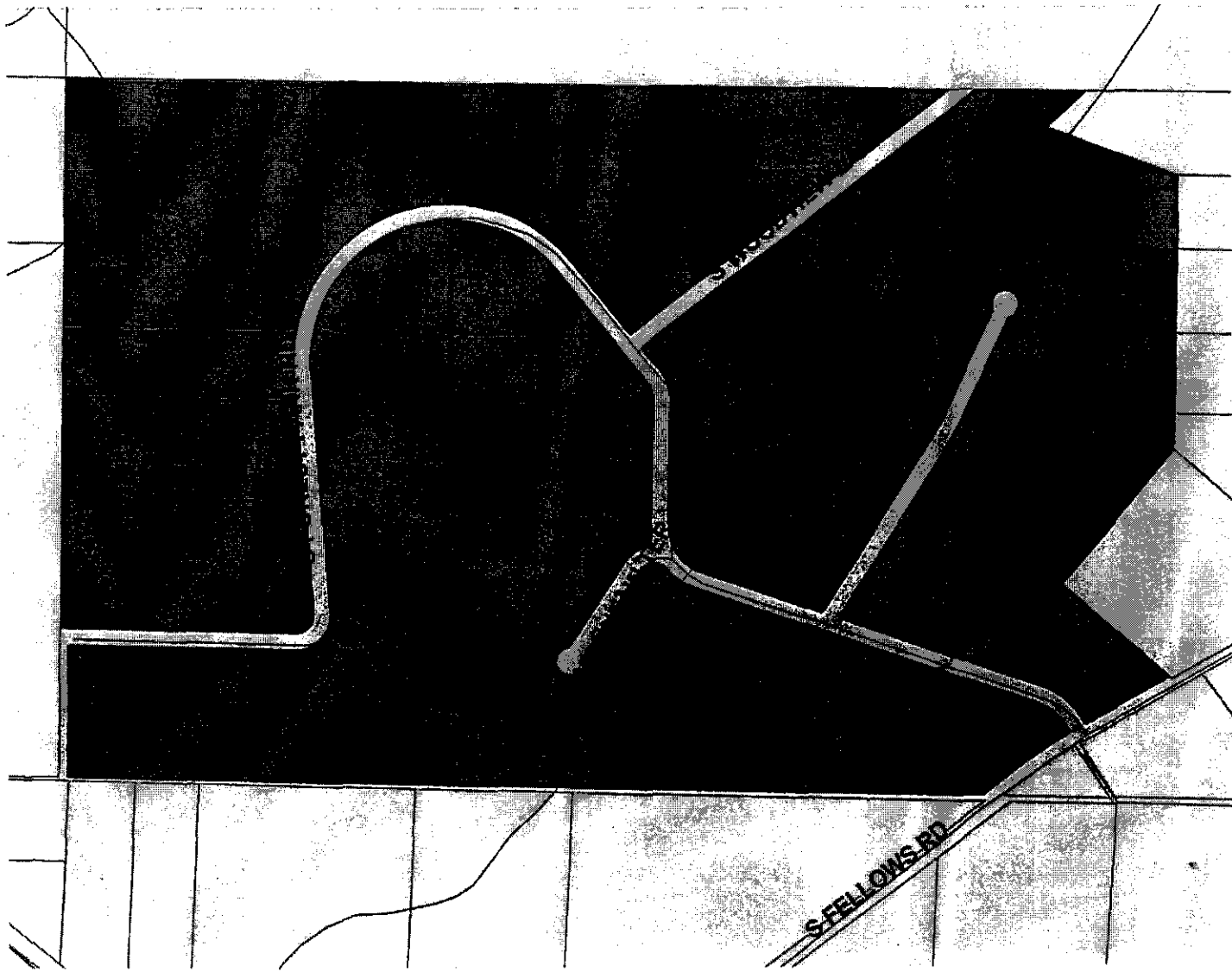
\$16,915.81 per lot

| Bid Items | | | | Unit Price | Cost |
|---|---------------------------------------|-----------|-----------|-------------|---------------|
| Relocate Signs & mailboxes / each | | | | | |
| 51 | | | | \$ 150.00 | \$ 7,650.00 |
| Pull Shoulders and Ditches / mile | length/ ft | | | | |
| 3.66 | 19200 | | | \$ 5,000.00 | \$ 18,300.00 |
| Gravel Shoulders / tons | length/ ft | width | thickness | | |
| 479.48148 | 19200 | 1.5 | 0.3333 | \$ 27.00 | \$ 12,946.00 |
| 12" Driveway Culverts | length/ ft | | | | |
| 46 | 20 | | | \$ 52.00 | \$ 47,840.00 |
| 12" Culverts / lf / includes exc. & backfill & compactor | | | | | |
| 360 | ductile iron or concrete culvert pipe | | | \$ 52.00 | \$ 18,720.00 |
| Existing 15" Culvert / includes exc. & backfill & compaction (HDPE would work here if replacement is necessary) | | | | | |
| 45 | | | | \$ 55.00 | \$ 2,475.00 |
| Brushing, clearing, grubbing / acre | length/ ft | width | | | |
| 5.211202938 | 19200 | 10 | | \$ 3,500.00 | \$ 18,239.21 |
| HMAC PG-64 tons | length/ ft | width | Thickness | | |
| 4032 | 9600 | 20 | 3 | \$ 85.00 | \$ 342,720.00 |
| Driveway Approaches / each | length/ ft | | | | |
| 69 | 5 | | | \$ 500.00 | \$ 34,500.00 |
| Tilling sq yds | length/ ft | width | depth | | |
| 23467 | 9600 | 22 | 8 | \$ 5.00 | \$ 117,335.00 |
| Cement tons | length/ ft | width | depth | | |
| 532 | 9600 | 22 | 8 | \$ 130.00 | \$ 69,160.00 |
| Excavation for Cul-de-sac CU YD | | | | | |
| 1400 | | | | \$ 15.00 | \$ 21,000.00 |
| Removal of Concrete Road Section and gravel replacement / sq yd | | | | | |
| 45 | Gravel = 10 tons @27 SY | | | | \$ 2,520.00 |
| 9' CMP | length/ ft | diameter | thickness | | |
| 60 FT | 60 | 108" | 14 gauge | \$ 175.00 | \$ 10,500.00 |
| Temporary Access for culvert replacement is | length/ ft | width | thickness | | |
| 1 | 20 | 20 | 0.5 | \$20,000.00 | \$ 20,000.00 |
| Excavation for 108" culvert CU YD | length/ ft | | | | |
| 1058 | 60' | | | \$ 15.00 | \$ 15,870.00 |
| Rip Rap for pipe bedding | length/ ft | width | slope | | |
| 37 | 60' | 11' - 45' | 1:01 | \$ 25.00 | \$ 925.00 |
| Pipe Bedding 1"-0 | | | | | |
| 13 | 60' | 11' | 1.5" | \$ 25.00 | \$ 325.00 |
| Streambed gravel CU YD | | | | | |
| 40 | 60' | 11' | 0.5" | \$ 50.00 | \$ 2,000.00 |
| Fish/Shadow Rocks EA | | | | | |
| 8 | 60' | 11' | 2' | \$ 125.00 | \$ 1,000.00 |
| Trench Backfill tons (1.35) 3"-0 | | | | | |
| 1220 | | | | \$ 25.00 | \$ 30,500.00 |
| Culvert labor and equipment / hr | | | | | |
| 150 | | | | \$ 300.00 | \$ 45,000.00 |

Total project hard costs

\$839,525

LEISURE WOODS LID



**PETITION
OF
PROPERTY OWNERS**

IN THE MATTER OF THE PROPOSED IMPROVEMENT OF

**Forest Park Road, Leisure Lane, Mountain Terrace and
Woodview Lane in the Leisure Woods Subdivision**

LOCATED IN SECTION(S): **35C, 35D**, T. **3**, R. **3E**, W.M.
IN CLACKAMAS COUNTY OREGON

REFERRED TO THE BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY OREGON

NOTICE TO PETITION CIRCULATORS

If owner of property is a corporation, the petition must be signed in the name of the Corporation by its president or secretary.

If the name of the owner is signed by an agent or person holding power of attorney, inquiry must be made as to the agent's authority of attorney in Fact to sign.

All owners must sign if the property is jointly owned, this includes husband and wife. Both parties of a contract purchase agreement must sign, the purchaser and the contract holder.

To: THE BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY, OREGON

We, the undersigned owners of property abutting the proposed improvement of

Forest Park Road, Leisure Lane, Mountain Terrace and Woodview Lane in the Leisure Woods Subdivision

and living in an unincorporated area of Clackamas County, Oregon do hereby petition pursuant to the provisions of County Ordinance #93-97 and ORS 371.605 to 371.660 for the improvement of said public roads.

By this petition we, the undersigned abutting owners, declare our intent that all necessary actions be taken, in accordance with County Ordinance #93-97 and ORS 371.605 to ORS 371.660, to accomplish the improvement of said roads as described above to a level of improvement acceptable to Clackamas County, including storm drainage facilities as required.

County Ordinance #93-97 and ORS 371.615 requires signatures of not less than 60% of the land owners of not less than 60% of the land abutting the proposed improvements to cause improvement proceedings to be initiated.

IMPORTANT

When signing the petition, be sure to include the Tax Lot of the property, the mailing address, and the date.

Circulator of Petition:


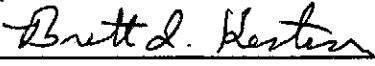
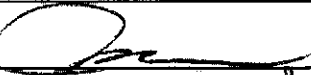
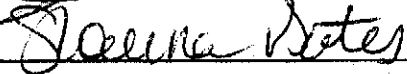
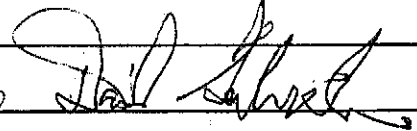
Brett I. Kesterson

(Name)

Address: 23845 S. Mtn. Terrace

Beavercreek, OR 97004

Phone No: 503-632-6001

| DATE | DEED HOLDER AND/OR CONTRACT PURCHASER (please type or print) | SIGNATURE(S) | ADDRESS OF OWNER (please include zip code) | TAX LOT (T,R,Sec., 1/4 Sec., TL) |
|---------|--|--|---|-------------------------------------|
| 9-13-11 | DIANA M. KESTERSON |  | 23845 S. Mt. Terrace | 33E5C 02500 |
| 9-13-11 | Brett I. Kesterson |  | 23845 S. Mt. Terrace | 33E35C 02500 |
| | | | | |
| 2-3-12 | Jim Gates |  | 23885 S. Mt. Terrace | 33E35C 02600 |
| 2/8/12 | JACQUA GATES |  | 23885 S. Mt. Terrace | 33E35C 02600 |
| | | | | |
| 2/8/12 | David Gabrielsen |  | 23905 S. Mt. Terrace, | 33E35C 02700 |
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| DATE | DEED HOLDER AND/OR CONTRACT PURCHASER (please type or print) | SIGNATURE(S) | ADDRESS OF OWNER (please include zip code) | TAX LOT (T,R,Sec., 1/4 Sec., TL) |
|------|--|----------------------|---|-------------------------------------|
| 10-8 | David Dickey | <i>David Dickey</i> | 23574 S Woodview Ln | 33E35D 02700 |
| 10-8 | Pamela Dickey | <i>Pamela Dickey</i> | " | " |
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We do NOT want The County To Take over
our Roads.

**PETITION
OF
PROPERTY OWNERS**

IN THE MATTER OF THE PROPOSED IMPROVEMENT OF

**Forest Park Road, Leisure Lane, Mountain Terrace and
Woodview Lane in the Leisure Woods Subdivision**

**LOCATED IN SECTION(S): 35C, 35D, T. 3, R. 3E, W.M.
IN CLACKAMAS COUNTY OREGON**

**REFERRED TO THE BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY OREGON**

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CLACKAMAS COUNTY, OREGON

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IMPORTANT

When signing the petition, be sure to include the Tax Lot of the property, the mailing address, and the date.

Circulator of Petition:

DEBORAH HARRIS

(Name)

Address: 22060 S. FOREST PARK RD

BEAVERCREEK, OR

Phone No: 503-632-1762

NOTICE TO PETITION CIRCULATORS

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IMPORTANT

When signing the petition, be sure to include the Tax Lot of the property, the mailing address, and the date.

Circulator of Petition:

Lorinda A. Schutjer
(Name)

Address: 22415 S. Forest Park Rd
BEAVER CREEK OR 97004

Phone No: 503-632-8304

April 4, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment with Tri-County Metropolitan Transportation
District of Oregon for Operating Expenses of
The Mountain Express Bus Service in the Hoodland Area**

| | |
|--|---|
| Purpose/Outcomes | The Social Services Division asks for approval of an amendment with Tri-County Metropolitan Transportation District of Oregon (TriMet) for operating funds for the Mountain Express bus service in the Hoodland area. These funds pay for services for seniors and persons with disabilities. |
| Dollar Amount and Fiscal Impact | The amendment is for \$10,000 and is an essential part of the budget for the Mountain Express bus service. The total amount of the agreement will be \$22,018, if awarded. There will be no effect on staffing. There is no local match requirement. |
| Funding Source | State of Oregon, Special Transportation Funds program |
| Safety Impact | N/A |
| Duration | Funding is for fiscal year July 1, 2013 to June 30, 2014 |
| Previous Board Action | Original contract approved on April 5, 2012 |
| Contact Person | Brenda Durbin, Director, Social Services Division - 503-655-8641 |
| Contract No. | 12-0806 |

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an amendment of the contract with TriMet for operating funds for the Mountain Express bus service in the Hoodland area.

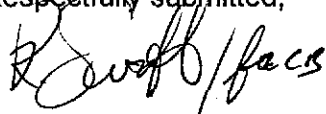
Clackamas County Social Services (CCSS) has operated the Mountain Express public bus service in the communities of the Villages at Mt. Hood since 2007. Oregon Department of Transportation requires that, in order for a program to receive certain types of transportation funding, the recipient must be a transit district or unit of local government.

CCSS has been approved to receive Special Transportation formula funds. TriMet contracts for these funds on behalf of the state based on local recommendations for funded projects. These state funds are used for operating expenses and focus on providing transit services for seniors and person with disabilities. The Mountain Express currently provides over 1,800 rides per month to residents of the Hoodland area. Approximately 14% of those riders are seniors and persons with disabilities.

Recommendation

We recommend the approval of this amendment and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker" with a stylized flourish at the end.

Cindy Becker, Director

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF
OREGON FOR DISBURSEMENT OF STATE OF OREGON
STF FORMULA FUNDS
AGREEMENT NO. 12-0806, ADDENDUM NO. 1**

PARTIES:

1. The Tri-County Metropolitan Transportation District of Oregon ("TriMet")
2. Clackamas County Social Services ("Provider")

RECITALS:

1. Pursuant to Agreement No. 12-0806 ("Agreement") entered into between the parties, TriMet disbursed to Provider ODOT Public Transit Division STF Formula funds to accomplish the Project as described therein, in accordance with the terms of ODOT Grant Agreement No. 27588 (Grant Agreement). Pursuant to the Grant Agreement, ODOT has made additional funds available for the FY13 STF Formula Fund allocation.
2. The parties now desire to enter into this Addendum No. 1 to the Agreement for disbursement of the FY 13 STF Formula Funds.

AGREEMENTS:

The Agreement is amended as follows:

1. The scope of the Project to be accomplished by Provider under this Agreement includes the Grant Application in the attached and incorporated Attachment A to this Addendum No. 1.
2. The maximum amount of STF funds to be disbursed to Provider under this Addendum No. 1 is \$10,000 for Provider's accomplishment of the Project set forth in Attachment A. Paragraph 13 Funding of the Agreement is hereby amended to state a maximum Agreement funding level of \$22,018.

All other terms and conditions of Agreement No. 12-0806 are unchanged and remain in full force and effect.

**Clackamas County Social
Services**

**Tri-County Metropolitan Transportation
District of Oregon (TriMet)**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Tri-County Area

APPLICATION

FY2013 Special Transportation Formula (STF)

Mountain Express
Clackamas County



FY13 STF FORMULA GRANT APPLICATION

I. Organization's Information

Name of Organization: Clackamas County Social Services

Contact Person: Teresa Christopherson

Address: PO Box 2950, Oregon City, OR 97045

Telephone: 503-650-5718

E-Mail: teresachr@clackamas.us

FAX: 503-655-8889

Type of Organization (mark one):

| | |
|--------------------|----------|
| Public Entity | X |
| Private non-profit | |

Provider's geographic area of service is (mark one):

| | |
|--|----------|
| Inside the TriMet Service District | |
| Outside the TriMet Service District | X |
| Both Inside and Outside of the TriMet Service District | |

Geographic area to be served (please indicate the geographic features that define your service area such as streets, rivers or jurisdictional boundaries):

| | |
|--|---|
| North Boundary | |
| East Boundary | |
| South Boundary | |
| West Boundary | |
| Other General Geographic Area (ex Canby School District) | Villages at Mt. Hood area- Hwy 26 corridor from the City of Sandy east until Rhododendron (current), expanding to Government Camp |

Optional – please provide a map of your service area as a separate, single page, letter sized attachment.

Days and Hours of Operation: (current)

| Days | Hours |
|--|------------------|
| Monday | 5:47am to 7:08pm |
| Tuesday | 5:47am to 7:08pm |
| Wednesday | 5:47am to 7:08pm |
| Thursday | 5:47am to 7:08pm |
| Friday | 5:47am to 7:08pm |
| Saturday | 9:17am to 8:38pm |
| Sunday | Closed |
| Please list any planned periods of service closure greater than 3 days. (ex. Closed the last week of December) | |

II. Funding Proposal

Project Title: Mountain Express

Start Date: Currently in operation (grant period 7/1/13 to 6/30/14)

Total Transportation Program Cost: \$280,195

STF Grant Request:

Amount of other funds leveraged to support the total transportation program: (list county contributions, STF Discretionary funds, donations, other):

| Contribution/Source | Number of Units/Hours | Amount | % of Program Funding |
|--|------------------------------|-----------------|-----------------------------|
| 5311 Rural Transportation Grant | n/a | \$89,250 | 30% |
| STF Discretionary Funds (maintenance) | n/a | \$10,500 | 4% |
| Clackamas County | n/a | \$33,500 | 12% |
| Ski resort contributions | n/a | \$75,945 | 28% |
| Fares | n/a | \$61,000 | 22% |
| | | | |
| | | | |
| STF Grant Request | | \$10,000 | 4% |

STF Formula Project Type Category (mark one):

| | |
|--|----------|
| Direct Service | X |
| Mobility Management/Coordination | |
| Both Direct Service and Mobility Management/Coordination | |

Program Description (limit 900 words)

Describe services or capital investment to be provided by STF funding. Please include a description of the following:

- Who do you serve
- Level of service provided to customers
- Operational activities; how customers request and receive rides, including scheduling and dispatching
- Describe if volunteers are utilized to provide service and how this occur (is the volunteer program supported with STF or other funds? Do you provide mileage reimbursement to volunteers using their own vehicles?)
- How the service is marketed.

The Mountain Express provides point-deviated fixed route service to the general public in the Hoodland area located along Highway 26 east of Sandy. During the last fiscal year (2011-2012) it provided 23,083 rides. 13.8% of those rides are for seniors and persons with disabilities. A survey conducted in 2010 showed that the top reasons for trips are work, shopping, medical appointments and after school activities. Riders also frequently use the service to connect to Sandy's bus service which allows them to connect to TriMet in Gresham and Estacada. The service works closely with Hoodland Senior Center as well to coordinate services.

Route deviations are scheduled through SAM's dispatch and both entities contract with the same service provider. The Mountain Express presently interlines with the Estacada service offered by SAM. The City of Sandy and Clackamas County work very closely, both through coordinated bidding and operations and with communications about service needs. Services are marketed through advertising in the Mountain Times, public outreach and

various events in the Hoodland area, and working with local business and other organizations to provide schedules and sell bus tickets. Mountain Express provides a unique service in a rural area with no other options available to its citizens.

Do your program activities preserve existing service and/or provide new service? (describe how the project preserves existing service or provides new or expanded service) (limit 200 words)

The existing service has been in place since 2004 and has been managed by Clackamas County since 2007. The county has been an active participant in the recently completed "Alternate Transit and Transportation Demand Management Study in the Mt. Hood Area" sponsored by the US Forest Service. The primary recommendation from that study was an expansion of public transit service to Government Camp via the existing Mountain Express bus service to reduce the number of vehicles on Hwy. 26, address parking limitations, reduce emissions, and improve public safety. Mt. Hood Skibowl and Timberline Lodge have committed to providing operating support for expansion of the service to Government Camp via commuter runs primarily designed for employees, as well as preserving existing "circulator" service in the Hoodland area for local residents. This service expansion addresses consumer requests and provides a new model of financial stability for the service to build on.

Do you coordinate between providers to avoid duplication? (describe what level of coordination between partners is done and how duplication is avoided) (limit 200 words)

The service is coordinated with Sandy's bus service to provide the greatest possible connectivity for individuals using the Mountain Express to access resources in Sandy and beyond. The service is operated in partnership with Sandy's Estacada route service. By interlining these services, we are able to keep costs down and leverage our resources in partnership with each other. Mountain Express also works closely with the Hoodland Senior Center to provide services to their customers when appropriate for the rider.

For the new model, services will continue to be closely coordinated with the SAM schedule to provide maximum connectivity. The new model will preclude the current interlining with the Estacada service but both services will recognize cost savings by continuing to share a contract and facilities.

Is your program cost- effective? (describe average cost per ride, cost per mile and cost per hour) (limit 200 words)

Fares are set at \$2 per ride, with discounted books of tickets available. No additional charges apply for scheduled deviations. The service is open to the general public and provided 23,083 rides last year at an average cost of approximately \$6.43 per ride. Of those rides, 13.8% were for seniors and persons with disabilities. These figures represent an improvement in cost efficiency from the last STF grant cycle, where the cost per ride was \$7.67 and 12.5% of rides were for seniors and persons with disabilities.

In addition, the following statistics apply to FY 11-12:

- Average cost per ride: \$6.43
- Average cost per mile: \$2.02 (revenue mile)
- Average cost per hour: \$67.29 (revenue hour)

Does your program address one or more of the strategy recommendations in the Tri-County Elderly and Disabled Transportation Plan (EDTP) or improves service coverage as recommended in the EDTP? (describe activities) (limit 200 words)

The project implements strategies as recommended in the EDTP in several key areas. The Mountain Express is listed in Section 2 as an existing program and its deviated fixed route structure is recommended as a possible service strategy for underserved areas on Page 3-3 of the EDTP.

The expansion of Mountain Express to reach the Government Camp area addresses the Strategic Initiative (page 5-6) regarding Coordinated Planning and Operations. This expansion of fixed route service represents an innovative partnership between private and

public interests and also brings the involvement of other interested parties, including the Forest Service and ODOT to the table. The project also improves regional connectivity (p. 5-8)

The program also fits within the following EDTP implementation strategies:

Priority 6-1 Preserve existing cost-effective services: The Mountain Express, as an existing service, provides a cost effective alternative transit strategy for seniors and person with disabilities in the Hoodland area.

Priority 6-1 Address service gaps in public transit services. The Government Camp area does not have any transit services.

The Mountain Express also meets other priority criteria, such as coordination of services, coordination with private partners, etc.

III. Budget and Ridership Information

A. Budget Information

-- **Governmental Organizations**, please complete the electronic worksheets named Transit Agency Operating Data.xls and Transit Agency STF Budget .xls for your agency with FY12 data.

-- **Ride Connection Organizations**, complete Form A Measurables and Form B2 Condensed Budget Information below and the detailed electronic budget worksheet provided by Ride Connection.

Ride Connection Organizations only: Form A. Measurables

| Ride Data | Actual FY12 | | FY 13 (actual for Q1, projected for Q2-4) | | FY 14 (projected) | |
|------------------------------|-------------|---------------|---|---------------|-------------------|---------------|
| | STF Formula | Program Total | STF Formula | Program Total | STF Formula | Program Total |
| One way rides | n/a* | 23,083 | n/a | 23,000 | n/a | 30,000 |
| Total miles | n/a | 73,287 | n/a | 74,000 | n/a | 102,200 |
| <i>Miles per trip</i> | n/a | n/a | n/a | n/a | | |
| Total paid driver hours | n/a | 2,205 | n/a | 2,200 | n/a | 3,182 |
| Total volunteer driver hours | n/a | n/a | n/a | n/a | n/a | n/a |
| Cost per trip | n/a | \$6.43 | n/a | \$6.63 | n/a | \$9.34** |
| Number of individuals served | n/a | n/a | n/a | n/a | n/a | n/a |

*STF Formula is included as part of the entire program budget and rides are not billed discretely to this funding resource.

**Cost per trip is initially anticipated to increase on a temporary basis but should decrease as the service is marketed and ridership increases.

Staffing data: (please identify positions supported with STF Formula funds and the amount of FTE per position)

| Position | Actual FY12 | FY 13 (actual for Q1, projected for Q2-4) | FY 14 (projected) |
|------------------------|-------------|---|-------------------|
| <i>Example: Driver</i> | 1.25 | 1 | 1 |
| Dispatch | 0.25 | 0.25 | 0.5 |
| Drivers | 2.0 | 2.0 | 4.5 |
| | | | |
| | | | |
| | | | |
| | | | |

Mobility Management: For mobility management/coordination projects, please indicate activities support with STF Formula funds and the number of individuals that benefit from project activities.

| Activity | Actual FY12 | FY 13 (actual for Q1, projected for Q2-4) | FY 14 (projected) |
|----------|-------------|---|-------------------|
| | | | |
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Form B2. Condensed Budget Information

| ESTIMATED STF FORMULA PROJECT COST | | Amount | % of total STF |
|---|---|------------------|-----------------------|
| 1. | Project administration expense | | |
| 2. | Personal services (wages and benefits) | | |
| 3. | Facility (rent, janitorial, utilities, etc.) | | |
| 4. | Professional services | | |
| 5. | Insurance, services and supplies (IT, travel, office expense, telecommunications, etc.) | | |
| 6. | Other (list): Administration/project management | \$24,000 | |
| 7. | | | |
| 8. | | | |
| 9. | Operations expense | | |
| 10. | Item –Contracted Services | \$152,555 | |
| 11. | Item –Fuel, insurance, facility, misc. | \$93,240 | 100%* |
| 12. | Preventative Maintenance expense | | |
| 13. | Item –Preventative maintenance | \$10,400 | |
| 14. | | | |
| Grand Total: | | \$280,195 | |

*STF Formula is applied directly to fuel costs.

COPY

4

Cindy Becker
 Director

April 4, 2013

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval for the Public Health Division to Apply for the
 Public Health Prevention Services Fellowship Grant Opportunity
 with The Centers for Disease Control and Prevention**

| | |
|--|--|
| Purpose/Outcomes | This grant would allow the Division to host a successful applicant and provide a two-year field assignment in program management. This opportunity aligns with the Division's strategic efforts to contribute to the future public health workforce. |
| Dollar Amount and Fiscal Impact | The Fellow receives a stipend set and paid for by the Centers for Disease Control and Prevention based on host site location and applicant's (Fellow) skills/experience. Public Health's incurred cost(s) are minimal and are specific to the support of the Fellow, including a desk space, computer, materials and supplies. |
| Funding Source | If awarded, The Centers for Disease Control and Prevention, Public Health Prevention Services, will be paying the fellow's stipend in its entirety. |
| Safety Impact | N/A |
| Duration | 2 years (October 2013-October 2015) |
| Previous Board Action | None |
| Contact Person | Dana Lord 503-655-8479 or Rich Swift 503-650-5994 |
| Contract No. | N/A |

Background

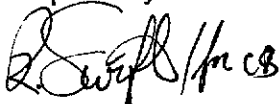
The Clackamas County Public Health Division (CCPHD) of the Health, Housing and Human Services Department requests approval to apply for a grant from the Centers for Disease Control and Prevention to host a Public Health Prevention Services Fellow.

CCPHD requires a program lead to manage the Health Promotion Programs, implement community health improvement planning initiatives and accreditation processes. If awarded this opportunity would provide an excellent opportunity for a qualified individual to gain substantial management experience at a high performing local public health agency.

Recommendation

Staff recommends that the Board approve CCPHD's request to apply for the Public Health Prevention Services Fellowship grant opportunity.

Respectfully submitted,



Cindy Becker
 Director

April 4, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with
Portland Dialectical Behavior Therapy Institute, Inc. for Outpatient Mental Health Services

| | |
|--|---|
| Purpose/Outcomes | This contractor will provide outpatient mental health services to Oregon Health Plan members capitated to Clackamas County. |
| Dollar Amount and Fiscal Impact | The contract has no upper limit; expenditures are controlled by Behavioral Health Division staff who pre-authorize and monitor services on an on-going basis. |
| Funding Source | Health Share of Oregon – No County General Funds are involved. |
| Safety Impact | None |
| Duration | Effective upon signature and terminates on December 31, 2013 |
| Previous Board Action | This is the first contract with this contractor. |
| Contact Person | Cindy Becker, Acting Director–Behavioral Health Division – (503)650-5696 |
| Contract No. | BH-98-12/13 |

BACKGROUND:

This is the first contract with this contractor. This contractor has purchased the assets of Portland Dialectical Behavior Therapy Program, PC who has contracted with the County for outpatient mental health services since 2007.

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

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and PORTLAND DIALECTICAL BEHAVIOR THERAPY INSTITUTE, INC. hereinafter called "CONTRACTOR"

AGREEMENT

1.0 Engagement

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

2.0 Term

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

3.0 Compensation and Fiscal Records

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

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

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

4.0 Manner of Performance

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

Portland Dialectical Behavior Therapy Institute, Inc.

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

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

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

5.0 General Conditions

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

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

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

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

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

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

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

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

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

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

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

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

conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

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

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

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

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

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

5.9.1 CONTRACTOR shall:

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

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

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

5.9.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and

attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

6.0 Termination

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

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

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

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

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

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

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

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

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

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

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

7.0 Notices

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

If to CONTRACTOR:

Portland Dialectical Behavior Therapy Institute, Inc.
5200 SW Macadam Avenue, Suite 580
Portland, OR 97239

If to COUNTY:

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

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

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

PORTLAND DIALECTICAL BEHAVIOR THERAPY INSTITUTE INC.

By: [Signature]
Linda Al Omiel, Phd, CEO

Date 3/21/2013
5200 SW Macadam Avenue, Suite 580

Street Address Portland, Oregon 97239

City / State / Zip (503)231-7854 / (503)231-8153

Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Date

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EXHIBIT A
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF WORK

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

1. Outpatient Mental Health Services

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

2. Determination of Level of Care

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

3. Clinical Guidelines

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

4. Outcome Measure

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

5. Coordination of Care

- a. CONTRACTOR shall provide coordination and integration of services with physical health care providers and chemical dependency providers as medically appropriate and within the Health

Insurance Portability and Accountability Act (HIPAA) 45 CFR 164 and 42 CFR Part 2 Substance Abuse Confidentiality Regulations.

- b. CONTRACTOR shall coordinate with COUNTY on referral of clients to specialty behavioral health services or to a higher intensity of service. Specifically:
 - (1) CONTRACTOR shall coordinate with COUNTY on both admission and discharge of clients to psychiatric acute care or sub-acute psychiatric care. CONTRACTOR shall coordinate with COUNTY and the acute or sub-acute care provider on discharge planning and the development of community resources to aid in the timely discharge and community placement of the client. CONTRACTOR shall assure an appointment with an appropriate provider within seven (7) days of discharge from acute care, sub-acute care or psychiatric residential treatment care.
 - (2) CONTRACTOR shall coordinate with COUNTY on referral of clients to crisis respite services, particularly as those services are used to divert the admission of the client to acute care.
 - (3) CONTRACTOR shall refer clients for a Level of Service Intensity Determination Screening when a higher intensity of service appears warranted.
 - (4) CONTRACTOR shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate clients.

6. Standards of Care

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

- a. Provide services in a manner that assures continuity and coordination of the health care services provided to each client;
- b. Accept clients for treatment on the same basis that CONTRACTOR accepts other clients and render services to clients in the same manner as provided to CONTRACTOR's other clients. CONTRACTOR shall not discriminate against clients because of source of payment, race, gender, national origin, ancestry, religion, marital status, sexual orientation, age or diagnosis;
- c. Conduct its practice and treat all clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- d. Ensure that clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- e. Advise or advocate on behalf of clients in regard to treatment options, without restraint from COUNTY;
- f. Provide clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition. CONTRACTOR shall comply with access standards as set forth in the Health Share of Oregon/Clackamas Participation Agreement and OAR 410-141-3220 "Accessibility";

- g. Ensure that all personnel providing services to clients under this agreement are properly trained and qualified to render the services they provide. CONTRACTOR shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- h. Maintain facilities and equipment appropriate for provision of services to clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the Americans with Disabilities Act.

EXHIBIT C

COMPENSATION AND PAYMENT

1. Compensation

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

2. Usual and Customary Charges

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

3. Method of Payment

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

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

4. Non-Covered Services

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

5. Payment in Full

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

6. Overpayments

Any payments made by COUNTY to which CONTRACTOR is not entitled under the terms of this agreement shall be considered an overpayment and shall be refunded by CONTRACTOR at the

activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

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

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

3. Staff Credentials

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

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

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

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

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

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

4. Recordkeeping

a. Clinical Records, Access and Confidentiality

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

CONTRACTOR shall provide the client or the client's legal guardian access to client's record and provide copies within ten (10) business days of any request for copies.

- (5) External Review. CONTRACTOR shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, services under this agreement in accordance with 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).
- (6) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

b. Financial Records

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

c. Consumer Complaints

- (1) CONTRACTOR shall maintain a record of all complaints made to CONTRACTOR by the client related to services provided under this agreement. A complaint means any expression of dissatisfaction, whether oral or written, submitted by a client or representative, related to any aspect of CONTRACTOR's operations, activities or behavior that pertains to availability, delivery or quality of care. The expression may be in whatever form or communication or language that is used by the client.
- (2) CONTRACTOR shall post information on client rights and responsibilities and its consumer complaint process in a visible location in all offices, clinics and other service locations.
- (3) CONTRACTOR shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.
- (4) COUNTY reserves the right to review, upon reasonable notice and at CONTRACTOR's site, the actual documents of complaints submitted by clients, and the process by which complaints are resolved by CONTRACTOR.

5. Reporting

a. Abuse Reporting

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

b. Third-Party Resource Information

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

c. Encounter Data

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

d. Client Process Monitoring System (CPMS)

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

e. Data Submission Timeliness

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

6. Monitoring

a. Agreement Compliance Monitoring

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

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

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

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

b. External Quality Review

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

EXHIBIT E
FRAUD AND ABUSE

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

1. General

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

2. Fraudulent Billing and False Claims

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

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

3. Participation of Suspended or Excluded Providers

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

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

EXHIBIT F

COMPLIANCE WITH APPLICABLE LAW

CONTRACTOR shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

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

2. Equal Employment Opportunity

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

3. Non-Discrimination

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

4. Advance Directives

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

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

5. Drug Free Workplace

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

6. Clinical Laboratory Improvement

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

7. Clean Air, Clean Water, EPA Regulations

If this agreement, including amendments, exceeds \$100,000 then CONTRACTOR shall comply and cause all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

8. Energy Efficiency

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

9. Resource Conservation and Recovery

CONTRACTOR shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC

6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Audits

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

11. Truth in Lobbying

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

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Conflict of Interest Safeguards

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

- b. CONTRACTOR shall not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035.
- c. "CONTRACTOR" for purposes of this section includes all CONTRACTOR's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with the CONTRACTOR; any officers, directors, partners, agents and employees of such person; and all others acting or claiming to act on their behalf or in concert with them.
- d. CONTRACTOR shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".

13. HIPAA Compliance

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

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April 4, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 Extending for One Year the Current Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration

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| Purpose/Outcomes | Extends existing IGA for one additional year, to May 1, 2014. Aligns IGA termination with current agreement for emergency ambulance services. This extension has neither impact nor influence on the current Ambulance Services RFP process. |
| Dollar Amount and Fiscal Impact | No County general funds are involved. Each agency receives a share of the funds provided to Participating Agencies for providing medical first-response services within specified response times. |
| Funding Source | Funds for this purpose are received by the County from the franchised ambulance provider based upon increased efficiency as provided for in the current agreement for ambulance services. |
| Safety Impact | Integration of emergency medical services promotes public safety. |
| Duration | One year additional term for existing IGA |
| Previous Board Action/Review | IGA approved by Board of Commissioners July 27, 2006. Previous similar IGA approved October 7, 2004. |
| Contact Person | Richard Swift or Larry MacDaniels, H3S 503-650-5694 or 503-655-8256 |

BACKGROUND:

The County's Ambulance Service Plan, adopted July 12, 2012, encourages partnerships in the emergency medical services system. Intergovernmental Agreements (IGAs) are currently in place between the County and three fire service agencies—Fire District #1, Lake Oswego Fire Department, and Tualatin Valley Fire & Rescue District—to provide payments from the County in return for their commitment to meet response time standards in providing emergency medical services to the public. The payments are funded by savings generated by the franchised ambulance provider which is able to reduce the number of staffed ambulances due to its reliance on the fire agency response commitment. The savings are passed to the County and then distributed according to the terms of the IGA. The cooperative relationship is referred to as "Integration" of advanced life support (ALS) services. This Amendment #1 to the IGA will extend the term of the current agreement for one year. It has been reviewed and approved by County Counsel.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve Amendment #1 to the Intergovernmental Agreements with Clackamas Fire District #1, City of Lake Oswego and Tualatin Valley Fire & Rescue District for Advanced Life Support Emergency Medical System Integration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a horizontal line.

Richard Swift, Assistant Director



7
LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase Striping Paint
From WSDOT State Agency Contract with Ennis Paint, Inc.

| | |
|--|--|
| Purpose/Outcomes | Approval to purchase striping paint from Washington State Department of Transportation, (WSDOT) contract with Ennis Paint. |
| Dollar Amount and Fiscal Impact | The cost for the paint is \$ 500,000.00. |
| Funding Source | Funds for this purchase have been budgeted under Road Funds, FY 2012/2013 and FY 2013/14 under line; 215-2410-00-424710. |
| Safety Impact | None |
| Duration | One year |
| Previous Board Action | Approved last fiscal year. |
| Contact Person | Samuel Irving Jr. at 503-650-3467. |
| Contract No. | 07609 |

The Transportation Maintenance Division requests approval to purchase striping paint from Washington State Department of Transportation, (WSDOT) contract with Ennis Paint.

The Transportation Maintenance Division uses white and yellow waterborne traffic paint to stripe County roads and contracts with cities to stripe roads within their jurisdiction. WSDOT established the specifications for striping paint and went out for competitive bids. From the bids submitted, the most competitive bid was from Ennis Paint, Inc. The State of Washington price agreement number is 07609.

Approval of purchases from Ennis Paint, Inc. is being requested based upon LCRB Rule C046-0430 where competitive bids for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS 279, and the contract is to be awarded to the party to whom the contract was awarded by the public agency, so long as the price of the goods or services is the same or lower than that paid by the public agency. The paint will be purchased from WSDOT price agreement number 07609. We are anticipating expending not more than \$500,000 from the FY 2012/2013 and FY 2013-14 budgets, line item 215-2410-00-424710. Notice of Intent to Purchase was advertised on March 20, 2013. Purchasing received no comments within the required seven days to respond to the notice.

The agreement has had Counsel review.

Recommendation

Staff recommends that the Board give approval to the Transportation Maintenance Division to purchase striping paint from WSDOT's state agency contract with Ennis Paint, Inc.
Total contract amount not to exceed \$500,000.

Respectfully Submitted,

Dan Nenow

Dan Nenow, C. P. M.
Purchasing Staff

Placed on the Agenda of April 4, 2013 by the Purchasing Division



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of a Contract with Harper Houf Peterson Righellis, Inc. for
Construction Services for the
Highway 212/Lawnfield Connection Project - Phase 3**

| | |
|--|--|
| Purpose/Outcomes | This contract will provide funding for Construction Engineering Services for the construction of the Highway 212/Lawnfield Road Connection Project, Phase 3. |
| Dollar Amount and Fiscal Impact | The contract value is \$ 475,585.00. This contract is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program. |
| Funding Source | Oregon Department of Transportation - no County funds are involved. |
| Safety Impact | Road reconstruction will provide improved safety for both vehicular and pedestrian traffic along Lawnfield Rd between 97 th Ave and 98 th Ct as well as through each intersection. |
| Duration | Contract signing through 06/30/14 |
| Previous Board Action | 10/04/10: BCC approved funding (\$815,000 from CCDA) for design of Lawnfield Phase 3. 05/16/12: ODOT/County Right of Way IGA (No. 27820) executed. 02/05/13: Lawnfield Phase 3 Project Study Session 03/12/13: Lawnfield Phase 3 Project Study Session 03/14/13: ODOT/County Lawnfield Construction IGA (No. 28806) signed by BCC. |
| Contact Person | Terry Mungenast, Project Manager – DTD Engineering 503-742-4656 |

BACKGROUND:

On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Highway 212/Lawnfield Road Connection Project, Phase 3 is a part of that system and is included in the Memorandum.

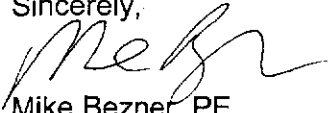
The Lawnfield project design was funded by the Clackamas County Development Agency at a cost of \$815,000 and is complete. The project will reconstruct Lawnfield Rd from 98th Ct to 97th Ave. Improvements will include new curbs, sidewalks, bike lanes, signalization of the Lawnfield Rd/97th Ave intersection, street lighting, stormwater drainage improvements and a truck priority system to help keep truck traffic moving efficiently through the area. Also, the current maximum road grade of 14% will be reduced to a consistent 8.75% making travel safer for all users.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve this Contract with Harper Houf Peterson Righellis, Inc. for Construction Services for the Highway 212/Lawnfield Road Connection Project, Phase 3.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the April 4th, 2013 Agenda by the Purchasing Division



10

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

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

April 4, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Juvenile Accountability Block Grant

| | |
|--|---|
| Purpose/Outcomes | To provide anti-gang treatment and cultural education by providing individual and family therapy to youth |
| Dollar Amount and Fiscal Impact | \$10,000 award, \$1,111 match |
| Funding Source | Youth Development Council |
| Safety Impact | None |
| Duration | Effective April 1, 2013 and terminates on March 31, 2014 |
| Previous Board Action | |
| Contact Person | Ellen Crawford, extension 3171 |
| Contract No. | |

BACKGROUND: This grant will provide intensive treatment to address gang affect or gang involved youth. The approach will utilize individualized and group treatment, as well as family treatment within the youth's home. Treatment will focus on both anti-gang treatment and cultural education. The services will be provided in both English and Spanish by a contracted service provider. These funds will provide treatment for 9 to 11 youth and their families, including assessment, family session(s), multiple group sessions, individual session(s) and mileage.

RECOMMENDATION:
Staff recommends the Board approve the Juvenile Accountability Block Grant No 2011-Gang.

Respectfully submitted,
Ellen Crawford

Ellen Crawford, Director

For information on this issue or copies of attachments,
please contact Crystal Wright at (503)655-8342 ext 7112

JUVENILE ACCOUNTABILITY BLOCK GRANT- CFDA # 16.523

GRANT AWARD, CONDITIONS AND CERTIFICATIONS

PROGRAM TITLE: Gang Prevention
And Intervention

GRANT NO: 2011-Gang

GRANTEE: Clackamas County
Juvenile Department

AWARD: \$10,000

ADDRESS: 2121 Kaen Road
Oregon City, OR 97045

AWARD PERIOD: 4/1/13 - 3/31/14

PROGRAM CONTACT:
Ellen Crawford, Director
Clackamas Co. Juvenile Dept.

TELEPHONE: 503-655-8342 ext. 3171

E-MAIL: Ellencr@co.clackamas.or.us
FAX: 503-655-8448

FISCAL CONTACT:
Crystal Wright
2121 Kaen Road
Oregon City, OR 97045

TELEPHONE: 503-655-8342 ext. 7112

E-MAIL: Crystal@co.clackamas.or.us

APPROVED PROGRAM BUDGET

REVENUE

| | |
|---|----------|
| Juvenile Accountability Block Grant Funds | \$10,000 |
| Matching Funds | \$1,111 |

TOTAL REVENUE: \$ 11,111

EXPENDITURES

| | |
|---------------------------------------|-----------|
| Personnel/Fringe Benefits | \$ 11,111 |
| Travel/Training/Conferences | 0 |
| Equipment | 0 |
| Supplies | 0 |
| Contractual Services | 0 |
| Grant Administration / Indirect Costs | 0 |
| Other Costs | 0 |

TOTAL EXPENDITURES: \$ 11,111

This document along with the attached terms and conditions, the grant application, and any other document referenced, constitutes an agreement between the Youth Development Council (YDC) and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and YDC. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to YDC.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees that grant funds will be expended in accordance with the Office of Justice Programs (OJP) and the Office of Budget and Management guidelines, including OMB Circulars A-87 and the OJP Financial Guide.
- B. The Grantee agrees to operate the program as described in the approved application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by YDC to modify the program or budget. YDC may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by YDC. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- C. The Grantee agrees that grant dollars may be moved between approved budget categories up to ten percent of the total grant amount provided there is no change in program scope and grant funds for administration (including indirect costs) do not exceed ten percent. The YDC must provide prior written approval before cumulative changes exceed ten percent.
- D. The Grantee agrees that the following statement shall be included in all reports, contract procurement documents, and subcontracts funded in whole, or in part, with this grant:
- “This program is supported by a Juvenile Accountability Block Grant awarded by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention to the State of Oregon Youth Development Council.”
- E. Federal Fund Accountability and Transparency Act.
Grantees receiving federal funding with a total value of \$25,000 or more over the life of the award are required to register in the Central Contractor Registration (CCR) system and have a Data Universal Numbering System (DUNS) number. Grantee may not sub-grant to a provider in excess of \$25,000 unless the provider is registered in the CCR system.
- F. Maintenance, Retention and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the Office of Justice Programs (OJP) Financial Guide from the Office of the Comptroller, U.S. Department of Justice and apprise itself of all rules and regulations set forth.
 2. Access to Records. YDC, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.

3. Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to YDC within 30 days of completion. If Grantee *expends* less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not *expend* \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

G. Funding.

1. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported program match is in the form of cash match and not in-kind or other federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for JABG grant funded programs during the grant period to support the activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by JABG grant funds. The grantee certifies that match funds required to pay the non-Federal portion of the program shall be in addition to funds that would otherwise be made available to fund programs within the JABG grant guidelines.
2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with JABG grant guidelines.

H. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives. Reports must be received **no later than 45 days following the end of each calendar quarter. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDC to extend a progress report requirement past its due date.
2. Requests for Reimbursement.
 - a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** Supporting documentation must be kept on file at the program's office for a minimum of 3 years after the close of the grant period. RFRs must be received no later than **45 days following the end of the calendar quarter.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDC to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. Reimbursements will only be made for actual expenses incurred during the grant period. **The Grantee agrees that no grant funds may be used for expenses incurred before April 1, 2013 or after March 31, 2014.**
 - d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. YDC shall apply interest,

penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. Grantee shall provide YDC copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

- I. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and YDC, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, the Youth Development Council, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, the Youth Development Council and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

- J. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the YDC and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify YDC. The YDC will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

- K. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

- L. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**

- M. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, electronic mail, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- N. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.
- O. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- P. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- Q. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the YDC and the Federal Government in the performance of this agreement, including but not limited to:
1. Financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
 2. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 4. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 5. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)

6. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
7. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
8. Clean Air Act, 42 USC 7401 et seq.
9. Clean Water Act, 33 USC 1368 et seq.
10. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
11. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
12. Endangered Species Act of 1973, 16 USC 1531 et seq.
13. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
14. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
15. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
16. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
17. Indian Self-Determination Act, 25 USC 450f.
18. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
19. Animal Welfare Act of 1970, 7 USC 2131 et seq.
20. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
21. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
 - i. The Department of Justice regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 CFR Part 38.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Youth Development Council (YDC). YDC will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

The Grantee agrees that the person in its agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a copy of any findings made within the last three years prior to the grant award and findings made during the project period to the federal Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file, which meets the applicable requirements.

- G. Services to Limited English Proficient (LEP) Persons. Recipients of federal financial assistance are required to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.
- H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.
1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

- d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office of Juvenile Justice and Delinquency Prevention, agrees to cooperate with the Office of Juvenile Justice and Delinquency Prevention in any preparation by the Office of Juvenile Justice and Delinquency Prevention of a national or program environmental assessment of that funded program or activity.
- I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

The Youth Development Council may suspend funding in whole or in part, terminate funding, or impose another sanction on a Formula grant recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the federal Formula grant guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.

- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline.

Before imposing sanctions, the Youth Development Council will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

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

Iris Bell, Executive Director
 Youth Development Council
 775 Court St NE
 Salem, OR 97301
 (503) 378-6250

Date

Signature of Authorized Grantee Official

Date

Name/Title

Federal Performance Measures

JABG Grant Program Area 15 – Court/Probation Programming

The Grantee will collect and report data for the following measures in quarterly progress and final reports.

Data for certain youth outcomes (Long Term) must also be collected and reported again six months to one year following program completion by the youth.

| CORE PERFORMANCE MEASURES | | | |
|---------------------------|---|---|--|
| # | OUTPUT MEASURE | DEFINITION | REPORTING FORMAT |
| 1 | Number and percent of programs/initiatives employing evidence-based programs or practices | Report the number and percent of programs/initiatives employing evidence based programs or practices. These include programs and practices that have been shown, through rigorous evaluation and replication, to be effective at preventing or reducing juvenile delinquency or related risk factors, such as substance abuse. Model programs can come from many valid sources (e.g., Blueprints, OJJDP's Model Programs Guide, SAMHSA's Model Programs, state model program resources, etc.). | A. Number of program/initiatives employing evidence based programs or practices B. Total number of programs/initiatives C. Percent (A/B) |
| 2 | Number and percent of youth with whom an evidence-based program or practice was used | The number and percent of youth served with whom an evidence-based program or practice was used. These include programs and practices that have been shown, through rigorous evaluation and replication, to be effective at preventing or reducing juvenile delinquency or related risk factors, such as substance abuse. Model programs can come from many valid sources (e.g., Blueprints for Violence Prevention, OJJDP's Model Programs Guide, SAMHSA's Model Programs, etc.). | A. The number of youth served using an evidence-based program or practice B. Total number of youth served during the reporting period C. Percent (A/B) |
| 3 | Number of program youth and/or families served during the reporting period | An unduplicated count of the number of youth (or youth and families) served by the program during the reporting period. Program records are the preferred data source. | A. Number of program youth/families carried over from the previous reporting period B. New admissions during the reporting period C. Total youth/families served during the reporting period (A+B) |
| 4 | Number and percent of program youth completing program requirements | The number and percent of program youth who have successfully fulfilled all program obligations and requirements. This does not include youth who are still participating in ongoing programs. Program obligations will vary by program, but should be a predefined list of requirements or obligations that clients must meet before program completion. The total number of youth (the "B" value) includes those youth who have exited successfully and unsuccessfully. Program records are the preferred data source. | A. Number of program youth who exited the program having completed program requirements B. Total number of youth who exited the program during the reporting period (either successfully or unsuccessfully) C. Percent (A/B) |

| | | | |
|---|--|--|--|
| 5 | Number and percent of program youth who OFFEND (short term) | <p>The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses. Ideally this number should be all youth served by the program during the reporting period.</p> <p>A youth may be 'committed' to a juvenile facility anytime that he/she is held overnight.</p> <p>Certain jurisdictions refer to adjudications as 'sentences'. Other sentences may be community based sanctions, such as community service, probation etc.</p> <p>Example: If I am tracking 50 program youth then, 'B' would be 50. Of these 50 program youth that I am tracking, if 25 of them were arrested or had a delinquent offense during the reporting period, then 'C' would be 25. This logic should follow for 'D' and 'E' and 'F' values. The percent of youth offending measured short-term will be auto calculated in 'G'.</p> | <ul style="list-style-type: none"> A. Total number of program youth served B. Number of program youth tracked during the reporting period C. Of B, the number of program youth who had an arrest or delinquent offense during the reporting period D. Number of program youth who were committed to a juvenile facility during the reporting period E. Number of program youth who were sentenced to adult prison during the reporting period F. Number of youth who received another sentence during the reporting period G. Percent OFFENDING (C/B) |
| 6 | Number and percent of program youth who OFFEND (long term) | <p>The number and percent of participating program youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source. The number of youth tracked should reflect the number of program youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program.</p> <p>A youth may be 'committed' to a juvenile facility anytime that he/she is held overnight.</p> <p>Certain jurisdictions refer to adjudications as 'sentences'. Other sentences may be community based sanctions, such as community service, probation etc.</p> <p>Example: A grantee may have several youth who exited the program 6-12 months ago, however, they are tracking only 100 of them, therefore, the 'A' value will be 100. Of these 100 program youth that exited the program 6-12 months ago, 65 had an arrest or delinquent offense during the reporting period, therefore the 'B' value should be recorded as 65. This logic should follow for 'C' and 'D' and 'E' values. The percent of youth offending measured long-term will be auto calculated in 'F'.</p> | <ul style="list-style-type: none"> A. Total number of program youth who exited the program 6-12 months ago that you are tracking B. Of A, the number of program youth who had an arrest or delinquent offense during the reporting period C. Number of program youth who were committed to a juvenile facility during the reporting period D. Number of program youth who were sentenced to adult prison during the reporting period E. Number of youth who received another sentence during the reporting period F. Percent OFFENDING (B/A) |
| 7 | Number and percent of program youth who RE-OFFEND (short term) Updated 04/01/2012 | <p>The number and percent of participating program youth who were arrested or seen at a juvenile court for a new delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source.</p> <p>The number of youth tracked should reflect the number of program youth that are followed or monitored for new arrests or offenses. Ideally this number should be all youth served by the program during the reporting period.</p> <p>Certain jurisdictions refer to adjudications as 'sentences'. Other sentences may be community based sanctions, such as community service, probation etc.</p> <p>Example: If I am tracking 50 program youth then the 'B' value would be 50. Of these 50 program youth that I am tracking, if 25 of them had a new arrest or had a new delinquent offense during the reporting period, then 'C' would be 25. This logic should follow for 'D', 'E', and 'F' values. The percent of youth re-offending measured short-term will be auto calculated in 'G'.</p> | <ul style="list-style-type: none"> A. Total number of program youth served B. Number of program youth tracked during the reporting period C. Of B, number of program youth who had a new arrest or new delinquent offense during the reporting period D. Number of program youth who were recommitted to a juvenile facility during the reporting period E. Number of program youth who were sentenced to adult prison during the reporting period F. Number of youth who received another sentence during the reporting period G. Percent RECIDIVISM (C/B) |

| | | | |
|----|--|---|--|
| 8 | Number and percent of program youth who RE-OFFEND (long term) Updated 04/01/2012 | <p>The number and percent of participating program youth who were arrested or seen at a juvenile court for a new delinquent offense during the reporting period. Appropriate for any youth-serving program. Official records (police, juvenile court) are the preferred data source.</p> <p>The number of youth tracked should reflect the number of program youth that are followed or monitored for new arrests or offenses 6-12 months after exiting the program.</p> <p>Certain jurisdictions refer to adjudications as 'sentences'. Other sentences may be community based sanctions, such as community service, probation etc.</p> <p>Example: A grantee may have several youth who exited the program 6-12 months ago, however, they are tracking only 100 of them for re-offenses, therefore, and the 'A' value will be 100. Of these 100 program youth that exited the program 6-12 months ago 65 had a new arrest or new delinquent offense during the reporting period, therefore the 'B' value should be recorded as 65. This logic should follow for 'C', 'D', and 'E' values. The percent of youth offending measured long-term will be auto calculated in 'F'.</p> | <ul style="list-style-type: none"> A. Number of program youth who exited the program 6-12 months ago that you are tracking B. Of A, the number of program youth who had a new arrest or new delinquent offense during the reporting period C. Number of program youth who were recommitted to a juvenile facility during the reporting period D. Number of program youth who were sentenced to adult prison during the reporting period E. Number of youth who received another sentence during the reporting period F. Percent RECIDIVISM (B/A) |
| 9 | Number and percent of program youth who are VICTIMIZED (short term) Updated 04/01/2012 | <p>The measure determines the number of program youth who are harmed or adversely affected by someone else's criminal actions. Victimization can be physical or psychological; it also includes harm or adverse effects to youth's property.</p> <p>The number of youth tracked should reflect the number of program youth that are followed or monitored for victimization. Ideally this number should be all youth served by the program during the reporting period.</p> <p>Example: If I am tracking 50 program youth, then, the 'B' value would be 50. Of these 50 program youth that I am tracking, if 25 of them were victimized during the reporting period, then 'C' would be 25. The percent of youth who are victimized measured short-term will be auto calculated in 'D' based on 'B' and 'C' values.</p> | <ul style="list-style-type: none"> A. Total number of program youth served B. Number of program youth tracked during the reporting period for victimization C. Of B, the number of program youth who were victimized D. Percent VICTIMIZED (C/B) |
| 10 | Number and percent of program youth who are VICTIMIZED (long term) Updated 04/01/2012 | <p>The measure determines the number of program youth who are harmed or adversely affected by someone else's criminal actions. Victimization can be physical or psychological; it also includes harm or adverse effects to youth's property.</p> <p>The number of youth tracked should reflect the number of program youth that are followed or monitored for victimization 6-12 months after exiting the program.</p> <p>Example: A grantee may have several youth who exited the program 6-12 months ago, however, they are tracking only 100 of them, therefore, and the 'A' value will be 100. Of these 100 program youth that exited the program 6-12 months ago 65 had been victimized during the reporting period, therefore the 'B' value should be recorded as 65. The percent of youth who are victimized measured long-term will be auto calculated in 'C' based on 'A' and 'B' values.</p> | <ul style="list-style-type: none"> A. Number of program youth who exited the program 6-12 months ago that you are tracking for victimization B. Of A, the number of program youth who were victimized during the reporting period C. Percent VICTIMIZED (B/A) |

| | | | |
|----|---|--|---|
| 11 | Number and percent of program youth who are RE-VICTIMIZED (short term) Updated 04/01/2012 | The re-victimization measure counts the number of youth who experienced subsequent victimization. Victimization can be physical or psychological; it also includes harm or adverse effects to youth's property. The number of youth tracked should reflect the number of program youth that are followed or monitored for re-victimization. Ideally this number should be all youth served by the program during the reporting period. Example: If I am tracking 50 program youth, then, the 'B' value would be 50. Of these 50 program youth that I am tracking, if 25 of them were re-victimized during the reporting period, then 'C' would be 25. The percent of youth who are re-victimized measured short-term will be auto calculated in 'D' based on 'B' and 'C' values. | A. Total number of program youth served B. Number of program youth tracked during the reporting period for re-victimization C. Of B, the number of program youth who were re-victimized D. Percent RE-VICTIMIZED (C/B) |
| 12 | Number and percent of program youth who are RE-VICTIMIZED (long term) Updated 04/01/2012 | The re-victimization measure counts the number of youth who experienced subsequent victimization. Victimization can be physical or psychological; it also includes harm or adverse effects to youth's property. The number of youth tracked should reflect the number of program youth that are followed or monitored for re-victimization 6-12 months after exiting the program. Example: If I am tracking 50 program youth, then, the 'A' value would be 50. Of these 50 program youth that I am tracking, if 25 of them were re-victimized during the reporting period, then 'B' would be 25. The percent of youth who are re-victimized measured long-term will be auto calculated in 'C' based on 'A' and 'B' values. | A. Number of program youth who exited the program 6-12 months ago that you are tracking for re-victimization B. Of A, the number of program youth who were re-victimized during the reporting period C. Percent RE-VICTIMIZED (B/A) |

Select one of the following from 13A through 13L depending on the primary focus of the program.

| | | | |
|-----|-----------------------------------|--|--|
| 13A | Substance use (short term) | The number and percent of program youth who have exhibited a decrease in substance use during the reporting period. Self-report, staff rating, or urinalysis are most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13A | Substance use (long term) | The number and percent of program youth who exhibited a decrease in substance use 6-12 months after exiting the program. Self-report, staff rating, or urinalysis are most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |

| | | | |
|-----|--|--|--|
| 13B | Social competence (short term) | The number and percent of program youth who have exhibited a desired change in social competencies during the reporting period. Social competence is the ability to achieve personal goals in social interaction while simultaneously maintaining positive relationships with others over time and across situations. Self-report or staff ratings are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for the target behavior during the reporting period C. Percent (A/B) |
| 13B | Social competence (long term) | The number and percent of program youth who exhibited a desired change in social competencies 6-12 months after exiting the program. Social competence is defined as the ability to achieve personal goals in social interaction while simultaneously maintaining positive relationships with others over time and across situations. Self-report or staff ratings are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13C | School attendance (short term) | The number and percent of program youth who have exhibited a desired change in school attendance during the reporting period. Self-report or official records are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for the target behavior during the reporting period C. Percent (A/B) |
| 13C | School attendance (long term) | The number and percent of program youth who exhibited a desired change in school attendance 6-12 months after exiting the program. Self-report or official records are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13D | GPA (short term) | The number and percent of program youth who have exhibited a desired change in GPA during the reporting period. Self-report or official records are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13D | GPA (long term) | The number and percent of program youth who exhibited a desired change in GPA 6-12 months after exiting the program. Self-report or official records are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13E | GED (short term) | The number and percent of program youth who earned their GED during the reporting period. Self-report or staff ratings are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13E | GED (long term) | The number and percent of program youth who earned their GED 6-12 months after exiting the program. Self-report or staff ratings are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |

| | | | |
|-----|---|---|--|
| 13F | High School Completion (short term) | The number of youth who have completed High School during the reporting period. Program records are the preferred data source. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13F | High School Completion (long term) | The number and percent of program youth who exhibited an increase in high school completion 6-12 months after exiting the program. Program records are the preferred data source. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13G | Job Skills (short term) | The number and percent of program youth who exhibited an increase in job skills during the reporting period. Self-report or staff rating is most likely data source. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13G | Job Skills (long term) | The number and percent of program youth who exhibited an increase in job skills 6-12 months after exiting the program. Self-report or staff rating is most likely data source. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13H | Employment status (short term) | The number of program youth who have exhibited an improvement in employment status during the reporting period. Self-report or staff ratings are most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13H | Employment status (long term) | The number and percent of program youth who exhibited an improvement in employment status 6-12 months after exiting the program. Self-report or staff ratings are most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13I | Family relationships (short term) | The number and percent of program youth who have exhibited a desired change in family relationships during the reporting period. Such changes are positive ones that could be related to increased positive interaction with family members. Examples are improved communication and increased emotional and practical support. Self-report or staff ratings are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for target behavior during the reporting period C. Percent (A/B) |
| 13I | Family relationships (long term) | The number and percent of program youth who have exhibited a desired change in family relationships 6-12 months after exiting the program. Such changes are positive ones that could be related to increased positive interaction with family members. Examples are improved communication and increased emotional and practical support. Self-report or staff ratings are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |

| | | | |
|-----|---|--|--|
| 13J | Antisocial behavior (short term) | The number and percent of program youth who have exhibited a desired change in antisocial behavior during the reporting period. Antisocial behavior is a pervasive pattern of behavior that displays disregard for and violation of the rights of others, societal mores, or the law (such as deceitfulness, irritability, fighting, disruptive behavior, consistent irresponsibility, lack of remorse, or failure to conform to social norms). Self-report or staff ratings are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for the target behavior during the reporting period C. Percent (A/B) |
| 13J | Antisocial behavior (long term) | The number and percent of program youth who exhibited a desired change in antisocial behavior 6–12 months after exiting the program. Antisocial behavior is a pervasive pattern of behavior that displays disregard for and violation of the rights of others, societal mores, or the law (such as deceitfulness, irritability, fighting, disruptive behavior, consistent irresponsibility, lack of remorse, or failure to conform to social norms). Self-report or staff ratings are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13K | Gang resistance/ involvement (short term) | The number and percent of program youth who have exhibited a desired change in gang resistance behavior during the reporting period. Self-report or staff ratings are the most likely data sources. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for the target behavior during the reporting period C. Percent (A/B) |
| 13K | Gang resistance/ involvement (long term) | The number and percent of program youth who exhibited a desired change in gang resistance behavior 6–12 months after exiting the program. Self-report or staff ratings are the most likely data sources. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |
| 13L | Cultural Skill building/Cultural Pride (short term) | The number of program youth who exhibit increased knowledge and/or understanding of tribal background, history, traditions, language and/or values. | A. Number of program youth served during the reporting period with the noted behavioral change B. Total number of youth receiving services for the target behavior during the reporting period C. Percent (A/B) |
| 13L | Cultural Skill building/Cultural Pride (long term) | The number of program youth who exhibit increased knowledge and/or understanding of tribal background, history, traditions, language and/or values 6-12 months after exiting the program. | A. Total number of youth who exited the program 6-12 months ago who had the noted behavioral change B. Total number of youth who received services for the target behavior and who exited the program 6-12 months ago C. Percent (A/B) |

OUTPUT PERFORMANCE MEASURES

| # | OUTPUT MEASURE | DEFINITION | REPORTING FORMAT |
|----|--|--|---|
| 25 | Number of planning or training events held during the reporting period | This measure represents the number of planning or training activities held during the reporting period. Planning and training activities include creation of task forces or inter-agency committees, meetings held, needs assessments undertaken, etc. Preferred data source is program records. | A. Number of planning or training activities held during the reporting period |

OUTCOME PERFORMANCE MEASURES

| # | OUTCOME MEASURE | DEFINITION | REPORTING FORMAT | REPORTING TERM | |
|-----|---|--|---|----------------|------|
| | | | | SHORT | LONG |
| 425 | Number and percent of youth to complete their justice requirements successfully | To determine if youth are acting more accountably as indicated by their fulfillment of their program requirements. Report the raw number of youth to complete the program successfully. Percent would be the raw number divided by the total number of youth served. | A. Number of youth to successfully complete program requirements B. Number of youth served C. Percent (A/B) | X | |
| 418 | Average number of youth per probation officer | Measure of infrastructure. Appropriate for programs that have probation officers. Report the number of open cases divided by the number of probation officers. | A. Number of open cases B. Number of probation officers C. Average number per officer (A/B) | X | |



Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

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

April 4, 2013

The Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution to Authorize the Submission of an Application to the
Oregon Parks and Recreation Department Local Government Grant Program

| | |
|--|--|
| Purpose/Outcomes | This resolution will authorize County Parks to apply for OPRD LGGP funding for a Barton Park Road Improvement Project. |
| Dollar Amount and Fiscal Impact | County Parks plans to apply for an Oregon Parks and Recreation Department Local Government Grant for approximately \$43,000 towards a \$86,000 total project cost. |
| Funding Source | County Parks will provide the required 50% match through cash and in-kind related to project management and administration. Cash funds of \$43,000 have been budgeted for this project though a transfer made to the County Parks fund from the Parks & Forest Trust fund. |
| Safety Impact | Road improvements include resurfacing the road and parking lot which will increase safety of park users. |
| Duration | County Parks will complete the project by spring of 2014 if awarded. |
| Previous Board Action/Review | None |
| Contact Person | Rick Gruen, County Parks Manager, 503-742-4345 |

BACKGROUND:

County Parks is seeking Oregon Parks and Recreation Department (OPRD) Local Government Grant Program funding to provide road improvements to Barton Park East campground site. Barton Park is a popular rural park located along the Clackamas River between Carver and Estacada. Improvements to park facilities and infrastructure are a high priority for County Parks, identified by the Parks Advisory Committee and County Parks Work Plan. Eligible projects under the grant program include development and rehabilitation of park and recreation facilities. OPRD requires that a resolution be signed by the governing board authorizing the grant application. The maximum grant request of the Local Government Grant Program is \$75,000. Attached is a resolution authorizing the grant application.

RECOMMENDATION:

Staff respectfully recommends authorization of the grant application to the Oregon Parks and Recreation Department Local Government Grant Program and to delegate authority to the Business and Community Services (BCS) Director to sign the grant application.

Respectfully submitted,

Laura Zentner, CPA
BCS Deputy Director

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

In the Matter of A Resolution
Authorizing Clackamas County Parks
to apply for an Oregon Parks and
Recreation Department Local
Government Grant for Barton Park
Road Improvements and delegating
authority to BCS Director to sign the
application

Resolution No. _____

This matter coming regularly before the Board of County Commissioners, and it appearing that; the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

Whereas, Clackamas County Parks desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, Barton Park is a popular rural community park along the Clackamas River, and the Parks Advisory Committee and County Parks Staff have identified facility and infrastructure needs, including surface improvements to Barton Park East road and parking lot as a high priority need for the Fiscal Year 2013/14 Work Plan; and

Whereas, County Parks hereby certifies that the matching share for this application is readily available at this time; and County Parks will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

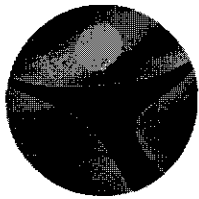
NOW, THEREFORE, IT IS HEREBY RESOLVED that Clackamas County Parks be authorized to apply for an Oregon Parks and Recreation Department Local Government Grant for up to \$43,000 in funding for Barton Park road improvements, as specified above; and the Board of County Commissioners authorizes the Business and Community Services Director to sign the grant application.

DATED this _____ day of April, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

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April 4, 2013

The Board of County Commissioners acting as the Governing Body
of the North Clackamas Parks and Recreation District
Clackamas County

Members of the Board:

A Resolution to Authorize the Submission of an Application to the Oregon Parks and Recreation Department Local Government Grant Program

| | |
|--|--|
| Purpose/Outcomes | This resolution will authorize NCPRD to apply for OPRD LGGP funding for the Spring Park Natural Area Enhancement Project. |
| Dollar Amount and Fiscal Impact | NCPRD plans to apply for an Oregon Parks and Recreation Department Local Government Grant for approximately \$75,000, toward a \$532,000 total project cost. |
| Funding Source | NCPRD SDCs have been budgeted for this project. Additional grants have been applied for and will be obtained from the Metro Nature in the Neighborhoods grant. |
| Safety Impact | Trail improvements include re-routing 1,000 linear ft of trail out of wetlands; which will increase safety of users. |
| Duration | Once the award is granted and approved by both parties, NCPRD will have two years to complete the project. |
| Previous Board Action/Review | None |
| Contact Person | Tonia Burns, NCPRD Natural Resources Coordinator, 503-742-4357 |


BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD) is seeking Oregon Parks and Recreation Department (OPRD) Local Government Grant Program funding to develop Spring Park. Spring Park is a popular community park located in Milwaukie. Improvements to the trails, natural resources, and construction of a wildlife viewing platform at Spring Park are a priority of the District and the City of Milwaukie, as identified in the NCPRD 2004 Master Plan and the Spring Park Natural Area Management Plan. Eligible projects under the grant program include development and major rehabilitation of park and recreation facilities. The OPRD requires that a resolution be signed by the governing board authorizing the grant application. The maximum grant request of the Small Grant Program is \$75,000. Attached is a resolution authorizing the grant application.

RECOMMENDATION:

Staff and District Advisory Board respectfully recommend authorization of the grant application to the Oregon Parks and Recreation Department Local Government Grant Program and delegation of authority to the NCPRD director to sign the grant application.

Respectfully submitted,


Laura Zentner, CPA
BCS Deputy Director

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

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In the Matter of A Resolution
Authorizing the North Clackamas Parks
and Recreation District to apply for an
Oregon Parks and Recreation
Department Local Government Grant for
Development of Spring Park and
delegating authority to the Director to sign
the application

Resolution No. _____

(Page 1 of 1)

This matter coming regularly before the Board of County Commissioners, and it appearing that; the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

Whereas, the North Clackamas Parks and Recreation District desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

Whereas, Spring Park is a popular community park, and the North Clackamas Parks and Recreation District Advisory Board and Clackamas County Board of County Commissioners have identified development of the 7 acre Spring Park, including improvements to the trail, natural resources, and construction of a wildlife viewing platform a high priority need in the Parks and Recreation Master Plan and the Spring Park Master Plan; and

Whereas, NCPRD hereby certifies that the matching share for this application is readily available at this time; and NCPRD will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that North Clackamas Parks and Recreation District be authorized to apply for an Oregon Parks and Recreation Department Local Government Grant for up to \$75,000 in funding for development of Spring Park, as specified above; and the Board of County Commissioners authorizes the North Clackamas Parks and Recreation director to sign the grant application.

DATED this _____ day of April, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary