

AGENDA

Revised

Added D.1, D.2

Thursday, March 18, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-14

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

*****COVID Updates**

I. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or 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. Public Hearing on the Proposed 2021-2022 Housing Authority of Clackamas County Annual Plan. \$16,077,000 for section 8 voucher funds, \$1,890,000 in public housing funds and \$1,382,947 in capital grants program funds, no general funds are involved. - HACC

II. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2021. \$4,675.94 in total collection losses. – HACC
2. In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2021-2022. No funds involved. – HACC
3. Requesting approval to apply for a grant for 50 new limited term vouchers for Foster Youth to Independence Rental Assistance Program. Maximum grant value of \$540,000, no general funds are involved. – HACC
4. Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County (HACC) and the State of Oregon acting through Oregon Housing and Community Services (OHCS) for the Landlord Compensation Fund program. OHCS is providing \$15,112,500 in program funds, no general funds are involved. – HACC

IV. 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 Work Sessions. 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 a Subaward Agreement with the National Association of County and City Health Office (NACCHO) to receive the grant award for the Climate and Health Adaptation in Local Health Departments Project. Contract is increased by \$17,000 with funding from a grant award from NACCHO, no general funds are involved. - *Public Health*
2. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division for FTA 5311 Rural Transportation Funds for COVID related Operations for Mt. Hood Express. The maximum funded would be \$205,000, no match is required. - *Social Services*

B. Department of Transportation & Development

1. Approval of a Supplemental Project Agreement with Oregon Department of Transportation for the SE Johnson Creek Blvd: 79th PI – 82nd Ave Project. Project cost of \$2,485,420 through the funding sources of ARTS Funds, Community Road fund, Condition of Approval Permit, Clackamas County Development Agency, and County Road Funds.

C. Elected Officials

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

***D. Disaster Managment**

- *1. Approval of Amendment #1 to the Personal Services Agreement with Advantage Nurse Staffing of Oregon, Inc. to Provide On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic. This will increase the contract by \$1,000,000 brining the maximum value to \$2,000,000. Funding through Public Health Cares Program, no general funds are involved.
- *2. Approval of Amendment # 2 to a Personal Services Agreement with Robert Half, Inc. temporary administrative staff. This will increase the contract by \$150,000 brining the maximum value to \$300,000. Funding through Oregon Health Authority Cares Program, no general funds are involved.

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

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

March 18, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Public Hearing on the Proposed 2021-2022 Housing Authority of Clackamas County
Annual Plan

Purpose/Outcomes	A Public Hearing before the Housing Authority Board of Commissioners to review the past performance and to review the Proposed 2021-2022 Annual Plan
Dollar Amount and Fiscal Impact	\$16,077,000 for Section 8 Voucher funds, \$1,890,000 in Public Housing funds and \$1,382,947 in Capital Grants Program funds
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective July 1, 2021 through June 30, 2022
Previous Board Action	2020-2021 Annual Plan approved by the HACC Board on April 30, 2020 – Resolution No. 1945
Counsel Review	This contract has been reviewed by County Counsel on April 04, 2018
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Contact Person	Jill Smith, HACC Executive Director (503) 502-9278
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests a Public Hearing before the HACC Board to present HACC’s policy changes, new goals and activities, progress on meeting goals and allow for public comment. This hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity annually to review the performance of the Housing Authority of Clackamas County and comment on the goals and objectives of the Annual Plan.

HACC’s Annual Plan implements the goals and objectives of the 5-Year plan and updates HUD regarding the Housing Authority’s policies, rules, and requirements concerning its operations, programs, and services.

Capital Fund Program (CFP) is a grant that HUD provides for the development, modernization, and management of Public Housing. HACC is applying for and seeking Capital Funds in the amount of \$1,382,947 for 2021-22.

The Plan meets the following requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

- The Annual Plan was developed in consultation with the Resident Advisory Board (RAB).
- The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 12th, 2021 to review the Plan.
- A summary of the policy changes were given to members of the RAB to distribute to their neighbors in Public Housing.
- HACC published a public notice in the Oregonian opening the Annual Plan for public review and comments from January 12, 2021 through February 25th, 2021.
- HACC published a notice in the Quarterly newsletter inviting residents to the RAB meeting, Public Hearing and notifying residents of the public review period. The Quarterly newsletter is mailed to every household living in Public Housing and emailed to families living in Section 8.
- The Plan was available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

The Public Hearing will consist of three parts:

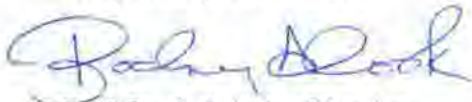
- 1) A review of the past performance of the Housing Authority of Clackamas County;
- 2) A review of the Proposed 2021-2022 HACC Annual Plan; and
- 3) An open discussion period during which citizens may testify on the plan or HACC's programs and actions.

RECOMMENDATION:

Staff recommends that the HACC Board take the following actions:

- 1) Hold a Public Hearing to review past performance of the Housing Authority of Clackamas County and to review the proposed 2021-2022 Annual Plan;
- 2) Direct Housing Authority staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2021-2022 Annual Plan; and
- 3) Place approval of the 2021-2022 Annual Plan on the HACC Board consent agenda for adoption at a special meeting scheduled for April 1, 2021.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing and Human Services

Attachments:

- Proposed 2021-2022 Annual Plan

Housing Authority of Clackamas County (HACC)

**Annual Plan
2021-2022**



**HACC Executive Director
Jill Smith**

Housing Authority of Clackamas County



Annual Plan 2021-2022

Effective Dates July 1, 2021 – June 30, 2022

Housing Authority of Clackamas County

Annual Plan 2021-2022

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Streamlined Annual PHA Plan
(High Performer PHAs)

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

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. 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, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.					
<p>PHA Name: <u>Housing Authority of Clackamas County</u> PHA Code: <u>OR001</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2021</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>445</u> Number of Housing Choice Vouchers (HCVs) <u>2007</u> Total Combined <u>2452</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. 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 their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>PHA Plan, PHA Plan Elements, and Public Hearing Information can be found at the following locations: 1) Housing Authority Administrative Office, 13930 S Gain Street, Oregon City, OR 97045 2) Housing Authority Clackamas Heights Property Management Office, 13900 S Gain Street, Oregon City, OR 97045 3) Housing Authority Hillside Park Community Center, 10203 SE D Street, Milwaukie, OR 97222 4) Housing Authority Website: http://www.clackamas.us/housingauthority/plansandreports.html 5) Clackamas County Public Library located at 16201 S.E. McLoughlin, Oak Grove, OR 97222 6) Resident Advisory Boards (RAB) Members receive a hard copy of the full draft Annual Plan 7) RAB Members received a summary of policy changes (hard copy) to hand out to other residents</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p>						
		Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
						PH HCV
		Lead PHA:				
B.	Annual Plan Elements					

<p>B.1</p>	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. (See Attached A, B and D)</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination. (See Attachment A and B)</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) The PHA must submit its Deconcentration Policy for Field Office Review. See Attachment D</p> <p>(c) If the PHA answered yes for any element, describe the revisions for each element below:</p>
<p>B.2</p>	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>In 2021-2022, HACC will review the feasibility of submitting a Section 18 Demolition and/or Disposition, a Rental Administration Demonstration (RAD), or a Section 18 and RAD blended application for Oregon City View Manor, a 100-unit Public Housing property located at 200 S. Longview Way in Oregon City. If an application is submitted and approved, HACC will relocate all 100 households following the approved Relocation Plan and with the assistance of Section 8 vouchers.</p> <p>In 2021-2022, HACC will review the feasibility of submitting a Section 18 Demolition and/or Disposition, a Rental Administration Demonstration (RAD), or Section 18 and RAD blended application for Clackamas Heights, a 100-unit Public Housing property located at 13900 S. Gain St., Oregon City, OR 97045. If an application is submitted and approved, HACC will relocate all 100 households following the approved Relocation Plan and with the assistance of Section 8 vouchers.</p> <p>In late 2018, HACC submitted a RAD application for Hillside Park, a 100-unit Public Housing property located in Milwaukie. The application was approved and HACC received the CHAP on April 26, 2019. In 2020, HACC requested a withdrawal of the CHAP because HACC believes the development is better suited for disposition under Section 18. In 2018-2019, HACC embarked on a Master Planning process that envisioned the redevelopment of the Hillside Park public housing community. The planning process engaged residents and community members, who helped develop a vision for a vibrant mixed-use, mixed-income community. The design preserves and rebuilds existing affordable housing at the site, while creating opportunities for expanded housing choice and type. In late 2020, HACC submitted a land use application to the city of Milwaukie seeking to rezone the site to allow for increased density and mixed-use housing. In 2020, HACC completed an environmental review conducted under 24 CFR part 58 and the RRFO and AUGF were approved by HUD. In 2021-2022, HACC plans to submit a Section 18 Demolition and/or Disposition application for the project. If the application is approved, HACC will relocate all 100 households following the approved Relocation Plan with the assistance of a relocation contractor and Section 8 vouchers.</p> <p>HACC's application for a RAD conversion and Section 18 blend, which entails converting 100 units, 70 under a RAD HAP contract and 30 under a regular PBV contract (including 5 de minimis units that are backfilled with regular PBVs), as part of the rehabilitation of Hillside Manor, located at 2889 SE Hillside Ct, Milwaukie, was approved. The project closed on construction financing in May 2020 and the project is currently under construction with construction completion anticipated in October 2021.</p> <p>HACC has 145 scattered sites throughout Clackamas County. In 2021-2022, HACC anticipates working with HUD and submitting an application to begin the Section 18 Disposition and/or Demolition process for these sites. If the application is approved, HACC will relocate all 145 households following the approved Relocation Plan with the assistance of a relocation contractor and Section 8 vouchers.</p> <p>In 2018, regional voters approved a \$652.8 million Metro Affordable Housing Bond for the creation of 3,900 affordable housing units within the urban growth boundary. The bond allows the Metro region the opportunity to invest in the development of new housing resources for some of its most vulnerable and historically marginalized residents.</p>

Recognizing the need and opportunity throughout the region, bond revenue is distributed based on assessed value of each of the three counties within the Metro district. Bond revenues dedicated to Clackamas County are \$116,188,094. As an implementing jurisdiction of the Metro Bonds, all bond resources allocated to Clackamas County will run through HACC. The goal for HACC is to support the development of at least 812 units of affordable housing throughout the eligible Metro boundary within the county. This support may include direct acquisition, development, and/or ownership by HACC or involve partnering with non-profit or for-profit developers to support the development of units throughout the eligible Metro boundary. HACC's strategy for reaching this goal is outlined in the 2019 Clackamas County Local Implementation Strategy (LIS).

Utilizing funds allocated to HACC from the Metro Affordable Housing Bond, HACC will continue to expand its development capacity by hiring new staff to direct affordable housing development in the County.

In 2019, Metro Affordable Housing Bond funds were used to acquire a facility located at 18000 Webster Road in Gladstone. Once rehabilitated, the Webster Road redevelopment project will provide 48 units of housing for homeless and very low income individuals, including 12 dedicated PSH units. In 2019-2020, HACC participated in the Permanent Supportive Housing (PSH) Development and Operational Team Technical Assistance Pilot Cohort sponsored by Oregon Housing and Community Service (OHCS). Participation in the six month Technical Assistance Pilot Cohort made HACC eligible to apply for PSH Pilot funds to provide capital and services funding to support the Webster Road Redevelopment Project. In 2020, HACC was successfully awarded \$2.4 MM in capital funding to support the project. This project will be supported by Metro Affordable Housing Bonds, PSH capital and services funding, 48 PBVs, HOME funds, 4% LIHTCs, and Tax-Exempt bond financing. HACC plans to close on construction financing in the 1st half of 2021.

In addition to the Webster Road project, HACC plans to use bond funds to support the mixed-income redevelopment and repositioning of HACC's public housing portfolio and award bonds fund to affordable housing projects sponsored by non-profit or for-profit developers throughout the eligible Metro boundary within the county. HACC plans to use the 200 PBV's approved by HUD to support new development and rehabilitation projects that utilize Affordable Housing Bond funds. This is consistent with the PHA Plan to modernize, redevelop and demo/disposition as our PHA Plan is required to align with the County's Consolidated Plan, Fair Housing Plan, Action Plan and Ten-Year Plan to end homelessness.

In 2020, HACC released a Notice of Funds Availability (NOFA), availing over \$40 million dollars in Metro Affordable Housing Bond funds and 125 project-based vouchers toward the development of affordable housing. HACC conceptually awarded a total of \$44,233,000 in Metro Affordable Housing Bonds and 125 project-based vouchers to three projects proposed for development in Happy Valley, Oregon City, and unincorporated Clackamas County. These three projects will provide a total of 413 units, of those 153 units will be reserved for households at or below 30% AMI. The project in unincorporated Clackamas County, known as Fuller Road Station, is slated to start construction in first quarter 2021. HACC awarded the project \$10,000,000 in Metro Affordable Housing Bonds and 25 project-based vouchers to support 25 units at 30% AMI and below. The other two projects, Good Shepherd Village in Happy Valley and Maple Apartments in Oregon City, are working through pre-development and land use processes and hope to close on construction financing late in 2021.

HACC received \$1,333,000 in funding from Kaiser/Healthshare, for a pilot project known as Metro 300. HACC will serve 80 households, with a member of the household 50+ and homeless. The homeless individual will have one or more disabling conditions and are referred with case management. All 80 households have been identified. The grant was extended due to COVID with no new funds but an extended operating period to expend the funding. Participants who continue to need assistance after 12 months in the program will be graduated to a new State funded rental assistance program for homeless families. The Healthshare funding paid for rent assistance and covered costs such as application fees and deposits which serve as barriers to housing.

Oregon passed Measure 26-210 which authorized income and business taxes for homeless services. The funding raised by this tax are being allocated to the Portland Metropolitan Area Housing Authorities to operate Rent Assistance Programs that provide services to find and retain stable housing for homeless individuals and families. This new rental assistance program will be run by HACC and is anticipated to begin accepting families as early as July 2021. In the first year of operations, HACC is anticipating enough revenue to serve approximately 250 households.

HACC successfully applied for and received new Foster Youth to Independence (FYI) tenant based rental assistance to serve 25 youth graduating out of foster care. HACC intends to continue and apply and gain more FYI vouchers in the coming year.

HACC successfully applied for and were awarded additional 78 Mainstream and 25 Veteran Administration Supportive Housing (VASH) vouchers and intends to continue to apply for additional vouchers in the future.

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

PHA Goal 1: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing by:

- Applied for and received 25 additional VASH vouchers
- Applied for and received 78 additional Mainstream vouchers
- Applied for and received 25 New Foster to Youth Initiative (FYI) vouchers
- Applied for 50 Family Unification Program (FUP) Vouchers but were not awarded.
- Continuing to leverage private and/or other public funds to create additional housing opportunities
- Working with a broker to acquire land for new construction of affordable housing
- Conducted a financial feasibility study for rehabilitation, disposition, or redevelopment of existing Public Housing properties
- Our multi-phase Rental Administration Demonstration (RAD) – Section 18 blend application for the rehabilitation of Hillside Manor was approved by HUD and the project closed on construction financing in in Spring 2020. The rehabilitation is currently underway with construction completion slated for October 2021.
- Prepared and submitted a grant to Metro to develop a community plan for the Hillside Park property. The grant was awarded the Hillside Park Master Plan was completed using Metro funds.
- Continued planning for the utilization of RAD and/or Demolition/Disposition Section 18 to improve & increase number of affordable units
- Submitted a Section 18 Demo/Disposition application for Oregon City View Manor. This application is still in process with HUD.

- Rosewood Station is under construction with the first of six buildings leased in May 2019. Total affordable housing is 212 units, 20 of the units were awarded PBV. Project is scheduled to be complete in January 2021.
- Clayton Mohr Commons Veteran's Housing project was completed and has 24 Project Based Vouchers.
- Northwest Housing Alternatives new campus of affordable housing was completed and includes 7 PBV units.
- Submitted a HUD Section 108 loan application & received loan approval to fund a variety of affordable housing projects including acquisition, new construction, and rehabilitation.
- Acquired the Webster Road property in Gladstone using Metro Bond funds.
- Working with development team to rehabilitate and redevelop the property to provide 48 units serving low income and homeless individuals 55 and older. HACC plans to apply for Metro Housing Bonds, LIHTC, PSH pilot funds, PBVs, and HOME funds to support redevelopment efforts.
- Participated in the Permanent Supportive Housing (PSH) Development & Operational Technical Assistance Pilot Cohort sponsored by OHCS.
- Conceptually awarded a total of \$44,233,000 in Metro Affordable Housing Bonds and 125 project-based vouchers to three projects proposed for development in Happy Valley, Oregon City, and unincorporated Clackamas County. These three projects will provide a total of 413 units, of those 153 units will be reserved households at or below 30% AMI.

Housing Authority of Clackamas County certifies that the RAD conversion complies with all applicable site selection and neighborhood reviews standards and that all appropriate procedures have been followed.

PIA Goal 2: Improve access & housing choice for everyone, with a focus on protected classes and single parent households by:

- Provided voucher mobility counseling
- Conducted outreach efforts to potential voucher landlords
- Revised payment standards to reduce the barriers to finding affordable housing
- Continuing our security deposit loan program for Section 8 families
- Provided higher payment standards for families needing ADA units. Maintain a list of ADA units within the County to assist families seeking housing

PIA Goal 3: Enforce Fair Housing Laws and Increase public understanding of Fair Housing laws by:

- HACC hosted free Fair Housing and Landlord Tenant Law trainings and plans to continue hosting free training
- Strengthened the partnership with Fair Housing Council of Oregon and continued distributing fair housing information
- Continued to partner with Housing Rights & Resources Program
- We offer training at Metro Multifamily and other Landlord Group Meetings on the Benefits of Rental Assistance
- Distributed Fair Housing Videos and Information to landlords participating in Section 8 through Landlord newsletter.
- Continuing to educate clients on Fair Housing Rights & provide Fair Housing brochures at Orientation meetings
- Continued attending State subcommittee meetings on Renters Rights and other nonprofit Renter Rights Advocacy Groups
- Aligned our 5-year plan with the County's 5-year Consolidated Plan & completed the Assessment of Fair Housing plan
- Closed and completed all FHEO findings
- Conduct trainings for staff on Fair Housing and Diversity Equity and Inclusion

PIA Goal 4: Improve the quality of Housing Authority assisted housing and customer service by:

- Maintained high performer status in Section 8 Improved the physical environment in our public offices
- Streamlined administrative operations, creating efficiencies and improving customer service
- Maintain a robust client feedback system to gauge if improvements are needed
- Completed 76 capital fund rehabilitation projects.
- Prepared and submitted a multi-phase Rental Administration Demonstration (RAD) application for the rehabilitation of Hillside Manor
- Developed strategies for cross training staff to ensure we provide the highest level of service to clients we serve.
- Attend RAD & LIHTC Compliance Trainings for new developments scheduled to come on line in 2021
- Staff training on Diversity, Equity and Inclusion (DEI) via Meyer Memorial Trust Grant, required Mental Health First Aid Training of all staff, Trauma Informed Care training, Domestic Violence Training and Fair Housing Training.
- Attended six month training institute about Permanent Supportive Housing facilitated by CSH and hosted by OHA and OHCS to support new developments scheduled to come on line in 2021.

PIA Goal 5: Improve community quality of life and economic vitality by:

- Partnered with social service agencies to provide services to school aged youth
- Developed stronger partnerships with service providers who assist our elderly and/or disabled residents
- Continued to grow the community gardens program, including hosting an Americorps member dedicated to focusing on the community garden and food insecurity within the Public Housing community
- Encouraged Resident participation through Resident Associations
- Contracted with Clackamas County social services and other resident service providers to provide a variety of Public housing services using county provided general fund including 1 FTE case manager, 1.5 FTE Peer Support Specialist and 1 FTE additional resident services support staff.
- Completed a Metro Grant to assist in the planning of the Hillside Park redevelopment, envisioned to be a mixed income community offering a variety of housing opportunities along a spectrum of affordability.

PIA Goal 6: Promote self-sufficiency and asset development of families and individuals by:

- Continue to partner with local & regional workforce partners to increase the number of employed/under-employed living in housing
- Partnered with agencies to provide supportive services to increase independence for the elderly and families with disabilities
- Awarded Resident Opportunities Self Sufficiency (ROSS) grant.
- Applied for and received renewal funding for the Family Self Sufficiency (FSS) grant
- Research and apply for future grants that provide services and enhance residents' quality of life
- Established Memorandum of Understandings with area service agencies to provide outreach and housing stabilization services for families referred for Housing Choice Vouchers and Mainstream Vouchers.
- Continue to offer a Credit Building Program for our Public Housing residents. If residents elect to enroll, HACC reports on-time rent payment, to the Credit Bureau's through a third party. This has been an effective way to support residents in their goals of becoming more financial stable and self-sufficient.

B.4.	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>Other Document and/or Certification Requirements.</p>	
C.1	<p>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</p> <p><i>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
C.2	<p>Civil Rights Certification.</p> <p><i>Form 50077-ST-HCV-HP, Certification of Compliance with PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
C.3	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment K</p>
C.4	<p>Certification by State or Local Officials.</p> <p><i>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
<p>D. Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>	
D.1	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. See HUD Form 50075.2 approved by HUD on 10/04/2018.</p>

Instructions for Preparation of Form HUD-50075-HP Annual Plan for High Performing PHAs

A. PHA Information. All PHAs must complete this section.

- A.1 Include the full PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type, and the Availability of Information, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. (24 CFR §903.23(4)(c))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Annual Plan.

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(1) and 24 CFR §903.12(b). 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. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. 24 CFR §903.7(a)(2)(ii) and 24 CFR §903.12(b).

Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. 24 CFR §903.7(b) Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. 24 CFR §903.7(b) A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. 24 CFR §903.7(b)

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. (24 CFR §903.7(c))

Rent Determination. A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

Homeownership Programs. A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. (24 CFR §903.7(k) and 24 CFR §903.12(b).)

Safety and Crime Prevention (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. (24 CFR §903.7(m)(5))

Pet Policy. Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

Substantial Deviation. PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

Significant Amendment/Modification. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define "significant amendment/modification", HUD will consider the following to be "significant amendments or modifications": a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PH11 1999-51](#). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

Hope VI. 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

Mixed Finance Modernization or Development. 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for 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>. (Notice PIH 2010-30)

Demolition and/or Disposition. Describe any public housing projects owned by the PHA and subject to ACCs (including name, 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. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. 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/sae/demo_dispo/index.cfm. (24 CFR §903.7(h))

Conversion of Public Housing. Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received 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/sae/conversion.cfm>. (24 CFR §903.7(j))

Project-Based Vouchers. Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

B.4 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements

C.1 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 SM-HP.

C.2 Civil Rights Certification. Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the 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. (24 CFR §903.7(o))

C.3 Resident Advisory Board (RAB) comments. If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations (24 CFR §903.13(c), 24 CFR §903.19)

C.4 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

D. Statement of Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

D.1 Capital Improvements. In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."

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 the 5-Year and Annual PHA Plan. 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, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 16.64 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.

ATTACHMENT A

Summary of Proposed Housing Choice Voucher Administrative Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
2-I.B.	<p>NonDiscrimination</p> <p><i>No direct language regarding harassment</i></p>	<p>NonDiscrimination</p> <p><u>HACC Policy</u></p> <p>It is the policy of HACC that harassment or intimidation of a tenant, staff person or guest because of that person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity, will not be tolerated.</p> <p>Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Tenants who experience or witness such conduct are strongly encouraged to report the incident to the Operations Manager immediately or email HACC@clackamas.us. Retaliation: We will not tolerate retaliation by staff or tenants against</p> <ol style="list-style-type: none"> 1. Any tenant who complains of discriminatory harassment or intimidation or; 2. Any witness who supports a claim of discriminatory harassment or intimidation <p>Please be aware that, depending on the seriousness of the incident(s), the behavior may be grounds for termination of tenancy if a tenant is found to have harassed others. If you have questions about what types of behaviors would be considered “harassment, threats or intimidation”, please ask us. We can provide you with examples and more information.</p>	<p>HACC is adding a no tolerance policy of harassment of tenant, staff or guests of protected class and must investigate all complaints.</p>

3-III.D.

Screening

HACC Policy

HACC will perform a criminal background check through local law enforcement and eviction record check on all applicant family members 15 years of age and older.

HACC will require proof of photo identification, such as a driver's license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.

Family members 15 years of age and older must pass the Housing Authority's criminal history evaluation process, except if this is a transition from a successful SPC.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, HACC will request information from the National Crime Information Center (NCIC).

Applicants' criminal background history for the most recent 5 years will be scored based on severity of convictions. Scoring will be 1-4 with 4 being the highest level of risk crimes. Applicants who have combined score 3 and under will be approved. Applicants with a score 4 - 9 can be approved by a manager taking into consideration factors discussed in Section 3-III.E. Applicants with a score greater than 9 are denied.

Screening

HACC Policy

The PHA will perform a criminal background check through local law enforcement for every adult household member.

HACC will require proof of photo identification, such as a driver's license, school identification, etc. Other means of identification and requests to allow additional time to provide photo identification will be considered.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, HACC will request information from the National Crime Information Center (NCIC).

All applicants must be denied for: Debts owed to a PHA that are not paid in full; prior terminations from a PHA as showing in EIV; Registered Sex Offenders; and Manufacture of Methamphetamines in any housing.

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

Major reduction to screening to reduce barrier to assisting homeless.

No longer screening minors. Only adults 18 and older.

Reduced screening for only federally mandated reasons for denying housing:

No Sex Offenders

No Manufacture of Meth in any housing

No Debts to a PHA

No prior terminations from a PHA (exceptions if proof of drug & alcohol treatment and addiction lead to the termination)

Exception to this criteria is given to households referred for a Preference Voucher by a referring agency that has entered a Memorandum of Understanding to provide 24 months of supportive services including housing search assistance and stabilization of housing. Under a preference referral denials are for: Debts owed to a PHA that are not paid in full; prior terminations from a PHA as showing in EIV; Registered Sex Offenders; and Manufacture of Methamphetamines in subsidized housing.

**FSS
Action
Plan
4-II.B.
COVID
Waiver**

HACC Policy

The Housing Choice Voucher FSS Program will not adopt the use of preferences when selecting families for participation in the FSS program.

FSS Selection Preferences

HACC Policy

The Housing Choice Voucher FSS Program will adopt a preference for the families that qualify for the work ready preference.

Adding a preference to help work ready families.

**FSS
Action
Plan
4-II.C.
COVID
Waiver**

HACC Policy

The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will be denied FSS participation until debt is paid off.

PHA Debt Selection Factor

HACC Policy

The PHA will not deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. However, the PHA will make it clear that upon a successful FSS completion, escrow funds will go towards the unpaid balance and the remaining escrow balance will be given to participant.

Removing the FSS debt selection will allow more residents the opportunity to enroll in the FSS program.

4-II.F.

HACC Policy

The waiting list will be updated periodically. To update the wait list, HACC will send an update request and/or purge letter via first class mail. A letter will be sent to the applicant's last known address.

The family's response must be in writing and may be delivered in person, by mail, email or fax.

If there is no response within 10 days of the date of the attempted contact, with no returned letter, a second letter will be sent. This letter will allow 30 days from the date it is sent to reactivate the application. If the first notification is returned to HACC with a forwarding address it is resent and another 10 days is given to respond. If there is no response a second letter is sent to the new address allowing 30 days to reactivate. If the first letter is returned with no forwarding address the application is filed inactive and no further notifications are sent. However, if the family contacts HACC within 90 days of the date of the returned notice, the application will be reactivated and the family's application will be placed back on the waiting list by the original date and time applied.

UPDATING THE WAITING LIST [24 CFR 982.204]

HACC Policy

The waiting list will be updated as needed to ensure all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax. Responses should be postmarked or received by the PHA not later than 15 business days from the date of the PHA letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if it is determined that the lack of response

Wait list purge change to give families more time to respond and an ability for HACC to reinstate a family for good cause.

was due to PHA error, or to circumstances beyond the family's control.

4-III.C.

Wait List SELECTION METHOD Local Preferences

6. Maximum of 33 dedicated vouchers to serve homeless persons per fiscal year (FY) (July 1st to June 30th). Families must be homeless at time of application. This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals must originate from the Coordinated Housing Access (CHA) system and have an HMIS identification number to show an intake was completed. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

7. Maximum of 17 dedicated vouchers within a fiscal year (July 1st to June 30th) for families referred by a domestic violence professional counseling organization and/or shelter, for victims of domestic violence that has occurred within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. Referrals from agencies that have signed an MOU outlining the services to be offered to their referral

Wait List SELECTION METHOD Local Preferences

6. Maximum of 16 dedicated vouchers to serve homeless persons per fiscal year (FY) (July 1st to June 30th). Families must be homeless at time of application. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** This preference can only come from direct referring agencies that have signed a Memorandum of Understanding (MOU) outlining the services to be offered to those referred. The referrals must originate from the Coordinated Housing Access (CHA) system and have an HMIS identification number to show an intake was completed. To be referred households must be actively engaged in services at time of voucher issue. Vouchers will be distributed first come, first served order. Unused Preference slots do not carry over to the next fiscal year.

7. Maximum of 10 dedicated vouchers within a fiscal year (July 1st to June 30th) for families referred by a domestic violence professional counseling organization and/or shelter, for victims of domestic violence that has occurred within the last 12 months and are certified as homeless by the agency and who continue to be in counseling or case management through the referring agency or other professionally recognized counseling organization. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** Referrals from agencies that have signed an MOU outlining the services to be offered to their

Are reducing these preferences and will be helping only those household that cannot be served by Measure 26-210 funding due to wanting to live outside the Metropolitan region. Making change to assist those that have been waiting 3 years on the general wait list.

families will only be accepted. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. Applicants will be served on a first come, first served basis. Unused Preference slots do not carry over to the next fiscal year.

8. Maximum of 10 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a provider that has entered into a Supportive Services MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

referral families will only be accepted. The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval. Applicants will be served on a first come, first served basis. Unused Preference slots do not carry over to the next fiscal year.

8. Maximum of 4 dedicated vouchers per year within a fiscal year (July 1st to June 30th) for households referred by a provider that has entered into a Supportive Services MOU with HACC and applicant has been deemed by the provider to be in less need for supportive services. **Family must want to live outside the Metropolitan/Portland region that cannot be served by Measure 26-210 rental assistance.** The household must be considered a candidate that is graduating off the PSH and that at time of entry into the PSH program were homeless and/or disabled. Unused Preference slots do not carry over to the next fiscal year.

16-
III.B.
And
16-III.C
COVID
WAIVER

INFORMAL REVIEWS and HEARINGS

Adding Remote due to COVID Waiver

INFORMAL REVIEWS and HEARINGS

Remote Informal Reviews

All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations.

HACC Policy

HACC has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.

Conducting Remote Informal Reviews

The PHA must ensure that the applicant has the right to hear and be heard.

HACC Policy

HACC will conduct remote informal reviews via telephone conferencing call-in or via videoconferencing. If the informal review will be conducted via videoconferencing, HACC will ensure that all applicants, applicant representatives, HACC representatives and the person conducting the informal review can adequately access the platform (i.e., hear, be heard, see, and be seen). If any applicant, applicant representative, HACC representative, or person conducting the informal review

Adding remote abilities permanently as needed with COVID and finding it is much more accessible to persons with disabilities.

is unable to effectively utilize the videoconferencing platform, the informal review will be conducted by telephone conferencing call-in.

Whether the informal review is to be conducted via videoconferencing or telephone call-in, HACC will provide all parties login information and/or conferencing call-in information before the review.

Remote Informal Hearings

The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations.

HACC Policy

HACC has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, HACC will conduct an informal hearing remotely upon request as a reasonable accommodation for a person with a disability, if a participant does not have child care or transportation that would enable them to attend the informal hearing, or if the participant believes an in-person hearing would create an undue health risk. HACC will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Conducting Informal Hearings Remotely

In conducting any informal hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

HACC Policy

HACC will conduct remote informal hearings via telephone conferencing call-in or via videoconferencing. If the informal hearing will be conducted via videoconferencing, HACC will ensure that all participants, participant representatives, advocates, witnesses, HACC representatives, and the hearing officer can adequately access the platform (i.e., hear, be heard, see, and be seen).

If any participant, representative, advocate, witness, HACC representative, or hearing officer is unable to effectively utilize the videoconferencing platform, the informal hearing will be conducted by telephone conferencing call-in.

Whether the informal hearing is to be conducted via videoconferencing or telephone call-in, HACC will provide all parties login information and/or telephone call-in information before the hearing.

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

Documents will be shared electronically whenever possible.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for

examination on request of the PHA, the family may not rely on the document at the hearing.

HACC Policy

For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day.

Documents will be shared electronically whenever possible.

16-III.C. *Informal Hearing Officer*

HACC Policy

HACC will hire an outside consultant to serve as hearing officer as needed. The Administrative Assistant for the Section 8 Program may act as hearing officer if they have no prior knowledge of the case so as to remain unbiased.

Informal Hearing Officer

Removing language that requires HACC to hire an outside consultant and allows HACC to use internal staffing.

Cost savings measure and may facilitate a faster turnaround time on scheduling hearings.

ATTACHMENT B

Summary of Proposed Admissions and Continued Occupancy Plan Policy Changes Effective Upon Board Approval

Chapter	Old Policy Language	New Policy Language	Summary
<p>2 2-4 COVID Waiver</p>	<p>2-I.B. NONDISCRIMINATION Discrimination Complaints</p> <p>Adding language specific to harassment.</p>	<p>2-LB. NONDISCRIMINATION Discrimination Complaints</p> <p><u>HACC POLICY</u> Under Fair Housing laws, “Discriminatory Harassment or Intimidation” includes abusive, foul or threatening language or behavior directed at a tenant, staff person or guest because of their protected class. Protected classes include a person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity. It is the policy of The Housing Authority of Clackamas County (HACC) that harassment or intimidation of a tenant, staff person or guest because of that person’s race, color, national origin, religion, disability, gender, marital status, familial status (presence of children), source of income, sexual orientation and gender identity, will not be tolerated. Violation of this policy could be grounds for termination of tenancy. Discriminatory harassment and intimidation are violations of the fair housing laws and are specifically prohibited. Tenants who experience or witness such conduct are strongly encouraged to report the incident to your Property Manager immediately or email HACC@clackamas.us. Retaliation: We will not tolerate retaliation by staff or tenants against</p> <ol style="list-style-type: none"> 1. Any tenant who complains of discriminatory harassment or intimidation or; 2. Any witness who supports a claim of discriminatory harassment or intimidation <p>Please be aware that, depending on the seriousness of the incident(s), the behavior may be grounds for termination of tenancy. If you have questions about what types of behaviors would be considered “harassment, threats or intimidation”, please ask us. We can provide you with examples and more information.</p>	<p>HACC is adding policy to tackle increasing concerns around harassment.</p>

<p>4 5-6 COVID Waiver</p>	<p>4-II.B. ORGANIZATION OF THE WAITING LIST <u>HACC Policy</u> HACC will maintain a Site-based waiting lists. HACC maintains a site-based wait list system, with separate waiting lists by bedroom size for each of the following sites within HACC's public housing stock: Hillside Park, Hillside Manor, Oregon City View Manor/Clackamas Heights , Oregon City/Beavercreek Scattered, Gladstone/Milwaukie Scattered, SW Portland/Wilsonville/Lake Oswego/West Linn Scattered, Estacada/Sandy Scattered, and Clackamas/SE Portland/Milwaukie (97222) Scattered.</p>	<p>4-II.B. ORGANIZATION OF THE WAITING LIST <u>HACC Policy</u> HACC will maintain one Public Housing community-wide waiting list.</p>	<p>Making change from a site based Waiting list to one community-wide waiting list to afford families fastest opportunity for placement into housing without restrictions on locations.</p>
<p>4 FSS Action Plan COVID Waiver</p>	<p>4-II.C. DEBT SELECTION FACTOR <u>HACC Policy</u> The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will be denied FSS participation until debt is paid off.</p>	<p>4-II.C. DEBT SELECTION FACTOR <u>HACC Policy</u> The PHA will not deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. However, the PHA will make it clear that upon a successful FSS completion, escrow funds will go towards the unpaid balance and the remaining escrow balance will be given to participant.</p>	<p>Removing the FSS Debt Selection Factor will allow more residents the opportunity to enroll in the FSS program.</p>
<p>4 4-2</p>	<p>4-I.B. APPLYING FOR ASSISTANCE [PIH Notice 2009-36] <u>HACC Policy</u> When a site based wait list is open, between the date of application and the availability of</p>	<p>4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36] <u>HACC Policy</u> HACC will use a two-step application process. The HACC initially will require families to provide only the information needed to make an</p>	<p>Using Section 8 language to align both policies. Section 8 language is updated.</p>

a unit, a two-step process will be used for all applications. Under the two-step application process, HACC initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list. When a waiting list is open, families may apply on-line at HACC's website at <http://www.clackamas.us/hacc/> or in person at its Administrative or Property Management Offices during normal business hours. Families may also request – by telephone, e-mail or by mail – that a form be sent to the family via first class mail. Completed applications must be returned to HACC by mail, electronically, by fax, e-mail attachment or submitted in person during normal business hours or on-line at all hours. Applications must be filled out completely in order to be accepted by HACC for processing. If an application is incomplete or illegible, HACC will notify the family of the additional information required.

initial assessment of the family's eligibility and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list. When the waiting list is open, applications will be available on the HACC website electronically and paper applications will be provided upon request. For preference to be applied verification of homelessness, disability or veteran status must be provided at time of application. Completed applications must be returned to HACC electronically by the wait list closing date. Applications must be complete in order to be accepted. For reasonable accommodation, HACC will provide paper applications upon written request by applicants and paper applications must be received by HACC by the wait list closing date. Applications received after the closing date will not be accepted. HACC will provide onsite assistance at its Administrative Offices for applicants needing assistance completing the online application during normal office hours.

4
4-15
COVID
Waiver

4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]
Adding new preferences

4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]

HACC Policy

Those households that qualify for a preference will be placed on the waiting list above those who do not qualify for a preference. Preference applicants will be pulled from list in order of priority listed below and then based on the date and time the application was received. HACC preferences are as follows:

2. **Preference for eligible families displaced from HACC owned units due to acquisition or sale of property, or demolition.**

Adding preferences to meet development needs and new Natural Disaster preference.

3. Preference for families occupying a HACC owned unit undergoing substantial rehabilitation who cannot tolerate the impacts of construction due to disability or as the result of domestic violence will be offered a preference.
4. Preference for Oregon families that have been displaced by a Natural Disaster as declared by Federal, State or County government. Eligible Oregon families must be referred by the Emergency Operation Center (EOC) or partnering Housing Authorities in Oregon and been determined to have not been eligible for long term assistance including but not limited to federal assistance such as Federal Emergency Management Agency (FEMA), State or local government assistance, insurance settlements, or the like, and who face long term homelessness. Those families seeking any compensation or settlement that may come in the future may not apply until all legal recourse has been resolved. Families receiving temporary assistance such as motel vouchers may qualify if no other legal negotiation for compensation is under consideration. If at the time more families meet this preference than there are vacant units immediately available, families will be placed on our public housing wait list with a preference and pulled ahead of all other wait list applicants.

4
4-15

HACC Policy

HACC preferences are as follows:

1. Homeless Preference: HACC will offer no more than 10 vacancies per fiscal year (FY) (July 1st to June 30th) to households served by the Clackamas County Continuum of Care (CoC) who have originated off the Coordinated Housing Access (CHA) system as homeless or at risk of homelessness. The definitions of homeless or at risk of homelessness would follow the HUD definitions. This can include Permanent Supportive Housing graduates, Rapid Rehousing recipients and other similar programs that originated assistance from off the CHA. The CoC must enter into a Memorandum of Understanding that requires

4-III.B. SELECTION METHOD
Local Preferences [24 CFR 960.206]
Removing Old Homeless Preference

Due to new Measure 26-210 funding for rent assistance this preference no longer needed.

one-on-one case management for not less than 2 years following the household's successful screening. Services provided must focus on housing stabilization and retention and may include but is not limited to: assistance with timely rental payments, assistance with timely utility payments, deposit assistance, mediation services, mental health and addiction referrals for services, Worksource and SOAR connection, and financial and budgeting education services.

The CoC will be given two weeks' Notice of an upcoming vacancy and must provide an application for a household that meets the standard occupancy requirements for the bedroom size being offered. The CoC can maintain its own wait list for determining who is referred by bedroom size. If the CoC cannot identify a family that meets the occupancy requirement within two (2) weeks of notice that meet income and screening requirements, HACC will offer the unit to the next available household on the waiting list. Households must be willing and able to immediately enter into a lease upon successful screening. HACC will use the ACOP Eligibility screening criteria to determine if the referred family qualify for the Public Housing program. Further details on the screening criteria will be outlined in the MOU with the CoC.

5
5-L.B.
COVID
Waiver

HACC will reference the following standards in determining the appropriate unit bedroom size for a family: Updating table to show minimum can be one person per bedroom to limit transfers.

HACC will reference the following standards in determining the appropriate unit bedroom size for a family: Updating table to show minimum can be one person per bedroom to limit transfers.

Reduce burden of transfers to families when children become adults and leave housing.

<p>6 6-46 COVID Waiver</p>	<p>Utility Reimbursement [24 CFR 960.253(c)(4)] <u>HACC Policy</u> HACC will make utility reimbursements to the family. Upon agreement with the resident, the utility reimbursement may be applied toward any outstanding charges owed by the resident to the Housing Authority.</p>	<p>Utility Reimbursement [24 CFR 960.253(c)(4)] <u>HACC Policy</u> HACC will make utility reimbursements to the family except if a family requests a waiver to pay the electric utility company directly. The waiver only applies to households at properties where tenant responsibility for utilities is only all electric. At all other properties the utility allowance will be paid to family. If a family has accumulated large amounts of debts to HACC, the utility reimbursement may be applied toward any outstanding charges owed by the resident to the Housing Authority.</p>	<p>HACC Offer families the option to utilize a waiver to pay the utility company directly. HACC also can collect the utility allowance to cover debts owed to the housing authority.</p>
<p>12 12-12 COVID Waiver</p>	<p>12-IV.B. TRANSFER LIST <u>HACC Policy</u> Transfers will be processed in the following order: 1. Emergency transfers (hazardous maintenance conditions, threat of Harm (including threat of homelessness), domestic violence or criminal activity) 2. High-priority transfers (verified medical condition, and reasonable accommodation) 3. Transfers to make accessible units available 4. Demolition, renovation, etc. 5. Occupancy standards 6. Other HACC-required transfers 7. Transfers for access to employment. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.</p>	<p>12-IV.B. TRANSFER LIST <u>HACC Policy</u> Transfers will be processed in the following order only if tenants owe no money to HACC and do not have a history of excessive damage to public housing units: 1. Emergency transfers (as determined by Property Management and may include hazardous maintenance conditions, threat of Harm, domestic violence, harassment, or administrative transfers for the health and well-being of the neighborhood) 2. High-priority transfers (verified medical condition and reasonable accommodation need for move and extreme occupancy standard breaches where less than one person per bedroom) 3. Transfers to make accessible units available 4. Demolition, renovation, etc. 5. Occupancy standards (aka Family Composition changes not extreme) 6. Other HACC-required transfers 7. Transfers for access to employment. Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.</p>	<p>Transfers limited to those that do not owe past debts or have history of excessive damage to units. Priority transfers updated to reflect practice.</p>

12 12-10	12-III.D. SECURITY DEPOSITS	<u>HACC Policy</u> When a family transfers from one unit to another, HACC will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the “old” unit.	12-III.D. SECURITY DEPOSITS	<u>HACC Policy</u> Security Deposits must be paid in full at time of leasing. Payment plans for public housing transfers will be the only exception and will be determined on a case-by-case basis. The tenant will be billed for any maintenance or others charges due for the “old” unit not covered by the security deposit.	Security Deposits must be paid in full at time of leasing with rare exceptions.
12 12-12	12-III.E. COST OF TRANSFER	<u>HACC Policy</u> The resident will bear all of the costs of transfer s/he requests. However, HACC will bear the transfer costs when the transfer is done as a reasonable accommodation.	12-III.E. COST OF TRANSFER	<u>HACC Policy</u> The resident will bear all of the costs of moves related to a transfer except in cases of reasonable accommodation. HACC will cover moving expenses associated with moving household and personal goods for eligible Reasonable Accommodations approved requests. The amount of the allowance has been determined by HACC based on household bedroom size, to be the typical costs in the community of where the tenant is moving. The Tenant will be responsible to contact, hire and coordinate the move. HACC will cover the cost of obtaining the initial mail box key, but resident must set up the mailbox with the U.S. Postal Service within 30 days of leasing.	Updating language and clarifying cost of transfer.
14 14-16 COVID Waiver	INFORMAL REVIEWS and HEARINGS	Adding Remote due to COVID Waiver	14-III.G. REMOTE HEARINGS	<u>PHA Policy</u> The PHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster. Discovery of Documents Before the Remote Hearing <u>PHA Policy</u> If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant’s representatives, if any, and the	Adding remote abilities permanently as needed with COVID and finding it is much more accessible to persons with disabilities.

hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Conducting Hearings Remotely

PHA Policy

In conducting any hearing remotely, the PHA shall ensure due process and that all parties are able to have full access to the hearing.

The PHA will conduct remote hearings via telephone conferencing call-in or via videoconferencing. If the hearing will be conducted via videoconferencing, the PHA will ensure that all tenants, tenant's representatives, advocates, witnesses, PHA representatives, and the hearing officer can adequately access the platform (i.e., hear, be heard, see, and be seen). Witnesses may testify by telephone call-in.

If any tenant, tenant representative, advocate, witness, PHA representative, or the hearing officer is unable to effectively utilize the videoconferencing platform, the hearing will be conducted by telephone conferencing call-in.

Whether the hearing is to be conducted via videoconferencing or telephone call-in, the PHA will provide all parties login information and/or telephone call-in information before the hearing.

Attachment C

Statement of Housing Needs and Strategy for Addressing Housing Needs

Introduction

The Housing Authority of Clackamas County (HACC) is committed to affirmatively furthering fair housing and contributing to the elimination of impediments to fair housing choice as described in 24 CFR Part 570.601 and the Furthering Fair Housing Executive Order 11063, as amended by Executive Order 12259.

Clackamas County Community Development Division (CDD) with local Fair Housing Partners participated in a Fair Housing Collaboration and completed an Assessment of Fair Housing (AFH) Plan.

Local Efforts

In preparing the AFH, CDD assembled its Fair Housing Partners to identify goals and strategies to improve housing choices in Clackamas County. CDD's Fair Housing local partners include; cities, towns and hamlets in Clackamas County, Clackamas County Social Services Division (SSD), Clackamas County Department of Transportation and Development (DTD), the Fair Housing Council of Oregon (FHCO) and Legal Aid Services of Oregon (LASO).

Six (6) general fair housing goals were identified in the AFH:

- Goal I: Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing
- Goal II: Increase accessibility to affordable housing for person with disabilities and single parent familial status households (households with children under 18 yrs.)
- Goal III: Improve access to housing and services for all protected classes
- Goal IV: Enforce Fair Housing laws and increase public understanding of Fair Housing laws
- Goal V: Coordinate Fair Housing advocacy and enforcement efforts among regional partners
- Goal VI: Ensure that all housing in Clackamas County is healthy and habitable

Regional Efforts

The AFH has been completed and was approved by HUD. Clackamas County continues to meet quarterly with regional partners to coordinate fair housing efforts, data collection, training and events. Regional partners include: Multnomah County, Washington County, Clark County (WA), City of Portland, City of Gresham, and the City of Beaverton. In addition, there are several agencies that provide fair housing service in the county, including the United States Department of Housing and Urban Development, The Fair Housing Council of Oregon, Legal Aid Services of Oregon and Clackamas County Social Services Division, Housing Rights and Resources Program.

Regional partners intend to move to a regional Analysis of Impediments to Fair Housing study and regional data collection in order to plan more effective training events and strategies to reduce housing discrimination and increase housing choice for residents in the Portland Metropolitan area housing market. Regional partners are also working to align their fair housing efforts with the public housing authorities' plans to increase access to housing.

Statewide Goals of the Fair Housing Council of Oregon:

The Fair Housing Council of Oregon (FHCO) has contracts with the state of Oregon and with several local governments to provide fair housing training to tenants and landlords. FHCO has assembled a group of fair housing partners to coordinate fair housing activities, training and events. The first meeting was held on May 6, 2014 to discuss needs for education and outreach, audit testing needs (to find out if landlords are discriminating against protected classes of people) and, other identified by local agencies. FHCO is also being asked by partners to collect and analyze housing discrimination data to report out to partners.

Oregon state laws have changed:

- Senate Bill 608: prohibits landlord from terminating month to month tenancy without cause after 12 months of occupancy. Provides exception for certain tenancies on building or lot used by landlord as residence.

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

Allows landlord to terminate tenancy with 90 days' written notice and payment of one month's rent under certain conditions. Exempts landlord managing four or fewer units from payment of one month's rent.

Provides that fixed term tenancy becomes month-to-month tenancy upon ending date if not renewed or terminated. Allows landlord to not renew fixed term tenancy if tenant receives three lease violation warnings within 12 months during term and landlord gives 90 days' notice. Limits rent increases for residential tenancies to one per year. Limits maximum annual rent increase to seven percent above annual change in consumer price index. Requires Oregon Department of Administrative Services to publish maximum annual rent increase percentage.

- Measure 102 <https://www.opb.org/news/article/oregon-measure-102-affordable-housing-result/>

Clackamas County Actions Taken in 2020-2021 and Analysis of Impact

Strategy	Primary Partners (Lead in BOLD)	Accomplishments
Commit to countywide and regional support to continue and enhance enforcement of fair housing laws	SSD HACC CDD	Clackamas County Social Services Division, SSD has annual contracts with the Fair Housing Council of Oregon FHCO and Legal Aid Services of Oregon (LASO) to provide enforcement of fair housing laws.
Improve access to fair housing information	SSD CDD HACC	Clackamas County Community Development Division, CDD has met with regional partners and the Fair Housing Council of Oregon to coordinate Fair Housing activities, develop a centralized resource and to develop fair housing materials in multiple languages and formats.
Expand opportunities for tenants using Housing Choice Vouchers	HACC	The Housing Authority of Clackamas County, HACC has landlord outreach materials posted on the HACC website: https://www.clackamas.us/housingauthority/landlords.html Outreach for events and trainings were done by the following: <ul style="list-style-type: none"> • Direct email invitations to our landlord email list • Announcements on the Metro Multi-Family Calendar of events • Fair Housing Council of Oregon Announcements • Promoted on HACC Website • Word of mouth through property management companies, etc Landlord Newsletters continues to be distributed and posted on HACC's website.
Ensure the HACC conducts targeted outreach to underrepresented & protected class for upcoming waitlist opening	HACC	HACC opened its waiting lists in 2020 and added thousands of new applicants to the Housing Choice Voucher Section 8 waitlist and Public Housing waitlists.

Housing Needs

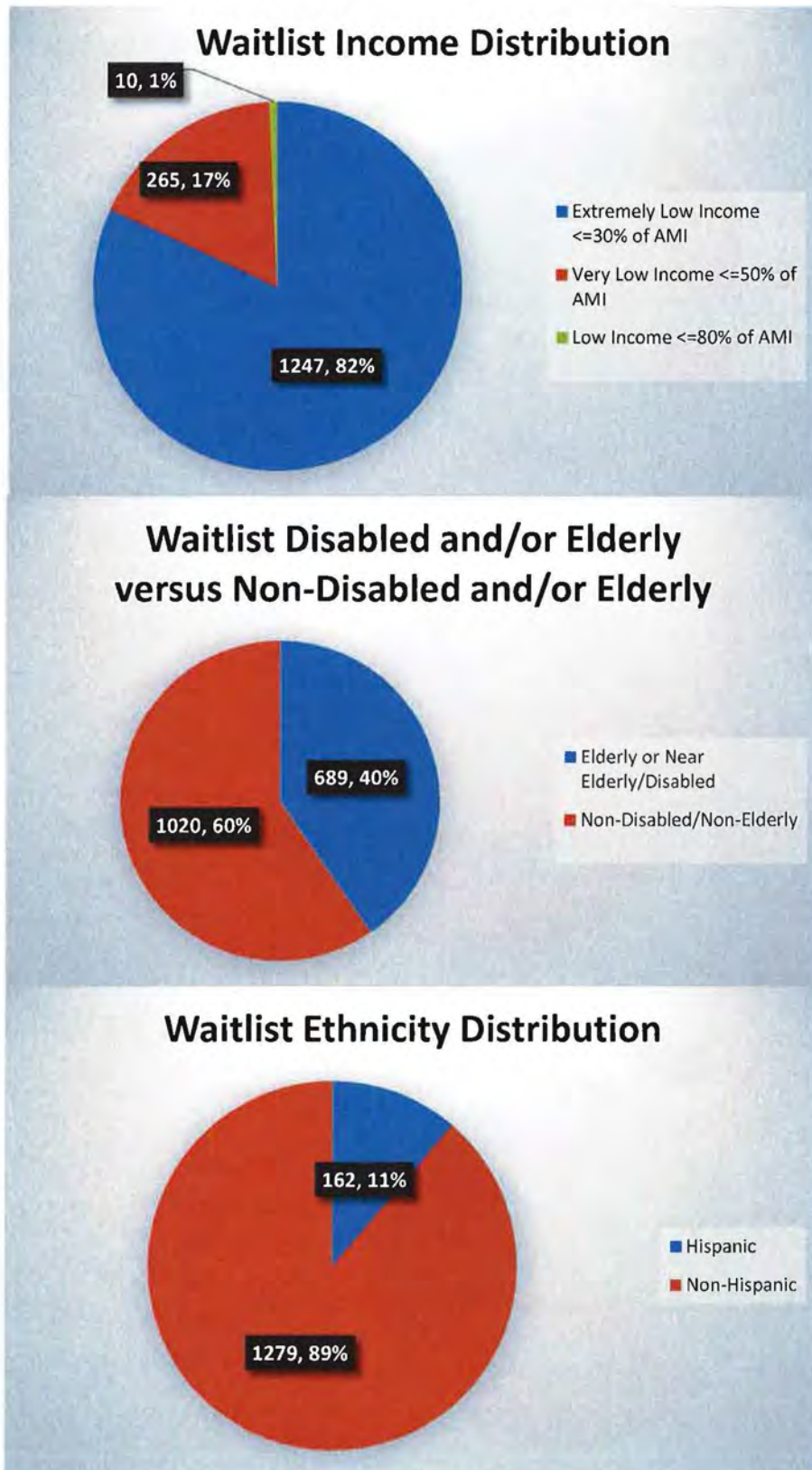
Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs

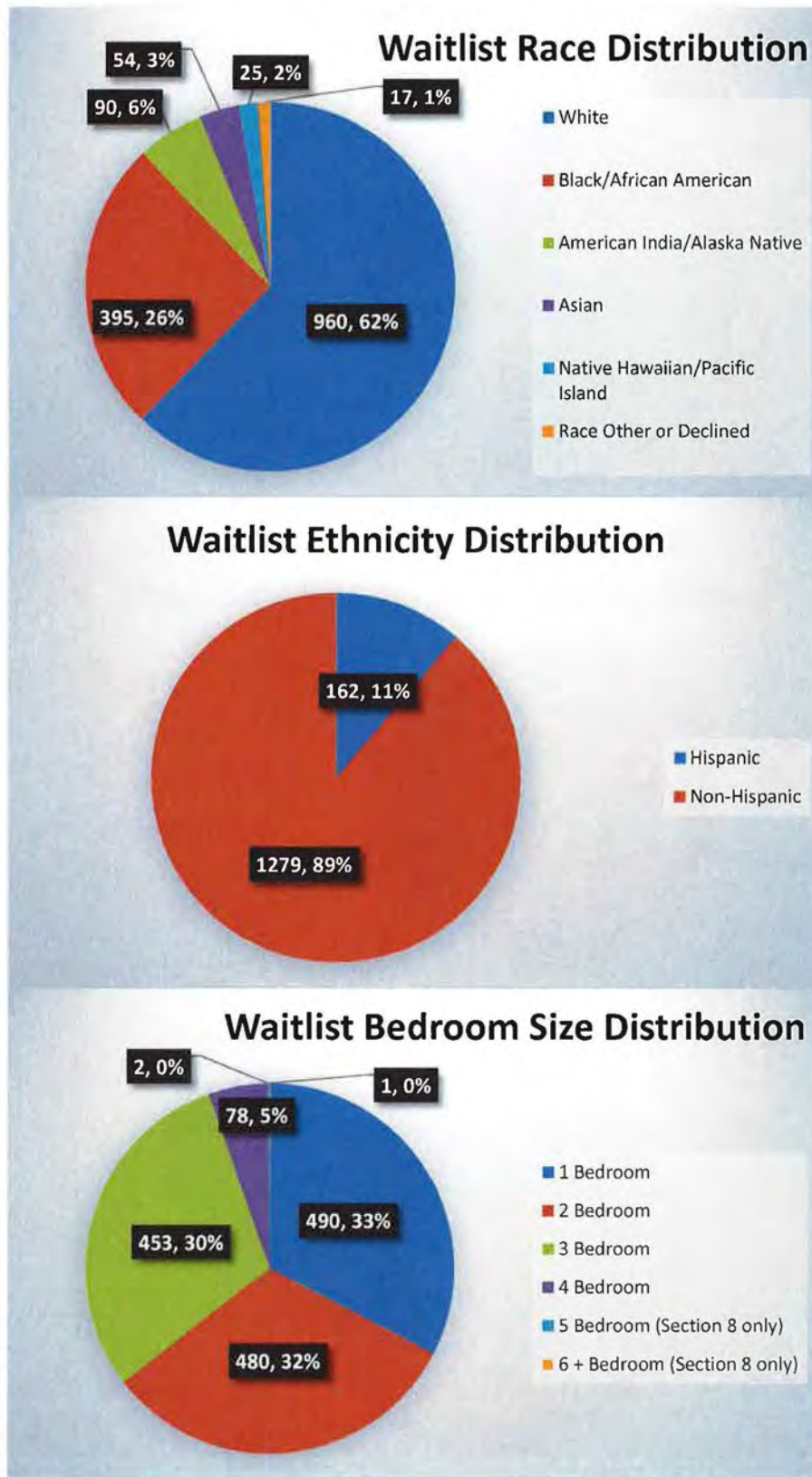
public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs of Families on the Waiting List: Housing Choice Voucher and Public Housing		
	# of Families	% of Total Families
Waiting List Total	1504	100%
Section 8 Waiting List	512	34%
Public Housing Waiting List	992	66%
Extremely Low Income <= 30% of AMI	1247	82.9%
Very Low Income <= 50% of AMI	265	17.6%
Low Income <= 80% of AMI	10	0.7%
Above 80% of AMI	0	0%
Elderly or Near Elderly/Disabled	689	45.8%
Non-Elderly / Non-Disabled	1020	67.8%
White	960	62.3%
Black/African American	395	25.6%
American Indian/Alaska Native	90	5.8%
Asian	54	3.5%
Native Hawaiian/Pacific Island	25	1.6%
Race Other or Declined	17	1.1%
Hispanic	162	10.8
Non-Hispanic	1279	85%
Characteristics by Bedroom Size		
1 BR	490	32.6%
2 BR	480	31.9%
3 BR	453	30.1%
4 BR	78	5.2%
5 BR (Section 8 only)	2	0.1%
6 BR (Section 8 only)	1	0.1%

Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs



Attachment C
Statement of Housing Needs and Strategy for Addressing Housing Needs



Attachment D

Deconcentration Policy

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2] HACC's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of HACC's deconcentration policies must be included in its annual plan [24 CFR 903.7(b)]. HACC's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c) (5)]. Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by HACC with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by HACC with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c) (1)]. To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, HACC must comply with the following steps: Step 1. HACC must determine the average income of all families residing in all HACC's covered developments. HACC may use the median income, instead of average income, provided that HACC includes a written explanation in its annual plan justifying the use of median income. **HACC Policy - HACC will determine the average income of all families in all covered developments on an annual basis. Step 2. HACC must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, HACC has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD. HACC Policy - HACC will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis. Step 3. HACC must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income). HACC has added a preference for the Family Self Sufficiency program for work ready families living in our covered family developments.**

Attachment E

2020 Capital Fund Completed Projects

- Project # 19012 – HACC Wide Flooring - \$110,694.97 (21 Units)
- Project # 19014 - Hillside Manor Elevator Upgrades as part of the larger portion of the rehab - \$700,000.00
- Project # 20001 - On Demand Moving Contract - \$859.70 (2 Units)
- Project # 20003 - On Demand Cabinet Contract - \$59,380.00 (9 Units)
- Project # 20004 - Scattered Sites Fencing Project - \$146,250.00 (28 Units)
- Project # 20007 – Clackamas Heights Skirting test unit (503 A Street) - \$5,000.00 (1 Unit)

2021 Proposed Capital Fund Projects

- Clackamas Heights Decks (all remaining decks) - \$200,000.00
- Clackamas Heights Skirting - \$175,000.00
- Modernization of 6606 Hemlock - \$160,000.00
- HACC Wide Flooring - \$250,000.00
- Asbestos Abatement Services - \$50,000.00
- Asbestos Air Monitoring Services - \$30,000.00

Healthy Families. Strong Communities.

P.O. Box 1510, 13930 S. Gain Street, Oregon City, OR, 97045-0510 • Phone (503) 655-8267 • Fax (503) 655-8676

TDD 503-655-8639 www.clackamas.us/housingauthority

Attachment F

**Housing Authority of Clackamas County
2021 Capital Fund Budget Summary**

Acct #	2021 Capital Fund Budget	Total Budgeted Costs								
1406	HA-Wide Operations (20% Max)	276,587.40								
1408	HA-Wide Management Improvement	500.00								
	Administration (10% Max w/o in house A&E)									
1410	Central Office, Capital Fund admin and audit	138,293.70								
1410	CFP Capital Improvement Coordinator A&E design work									
1411	Audit	6,500.00								
	PHA Wide Fees and Costs									
1430	Architectural, engineering, consulting; mold asbestos testing & remediation, other related expenses	25,000.00								
	PHA Wide Site Improvements									
1450	Paving, fencing, landscape, garden, utilities, 504 accomodation	85,000.00								
	PHA Wide Dwelling Improvement									
1460	Cabinets, doors, plumbing, HVAC, siding windows, roofs, kitchens, porches, patios, 504 accomodations	840,055.90								
	PHA Wide Dwelling Equipment									
1465	Ranges and refrigerators	0.00								
	PHA Wide Non-Dwelling Equipment									
1475	Tools, equipment, furnishings, vehicles, Office equipment	1,000.00								
1495	Relocation Costs	10,000.00								
	Asset Managed Properties - specific projects									
1450	Site Work (concrete, drive, walks, landscape, drainage	0.00								
1460	Dwelling Renovation (Bath, Kitchen, Cabinets, Flooring etc.)	0.00								
1460	Energy Improvements per Energy Audit	0.00								
1470	Non-Dwelling Renovation (flooring, HVAC, windows, siding, cabinets, paint, etc.)	0.00								
	Grand Total Capital Fund Budget	1,382,937.00								

Development #1 Hillside Manor			
<u>Name of Public Housing Project:</u> Hillside Manor	<u>PIC Development ID:</u> OR001005000	<u>Conversion Type (i.e. PBV or PBRA):</u> PBV	<u>Transfer of Assistance:</u> No
<u>Total Units</u> 100	<u>Pre-Rad Unit Type:</u> Family	<u>Post RAD Unit Type if different:</u> N/A	<u>Total Annual Capital Fund allocation</u> Per unit is \$1,640 Total is \$164,000
<u>Bedroom Type</u> Studio/Efficiency: 0 One Bedroom: 96 Two Bedroom: 4	<u>Number of Units Pre Conversion</u> 100	<u>Number of Units Post Conversion</u> 100	<u>Change in number of units per bedroom type and why</u> N/A

Following the earlier of the end of the construction period identified in the HUD-approved Financing Plan or actual construction, the PHA will no longer be eligible to receive RAD Rehab Assistance Payments, and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable. MTW agencies may not alter this requirement.

- 9. HQS Inspections.** Under current regulations at 24 CFR § 983.103(b) a unit covered under a HAP Contract must be inspected and must meet HQS before assistance can be paid on behalf of a household. In addition, section 8(o)(8)(A) of the Act provides that HAP Contract units must be inspected to ensure compliance with HQS prior to payment of any assistance on behalf of a family. When Work is occurring under RAD, HUD requires that all units meet HQS no later than the date of completion of the Work as indicated in the RCC. Consequently, HUD is waiving and establishing an alternative requirement to 24 CFR § 983.103(b) and section 8(o)(8)(A) of the Act in such cases.
- 10. Floating Units.** For mixed-income Converting Projects where PHAs are currently exercising their discretion to allow subsidized units to float within a project redeveloped with funding under a Choice Neighborhoods Implementation or HOPE VI grant, or as part of a Mixed-Finance project, upon the request of the Voucher Agency that will administer the Covered Project, HUD will permit PBV assistance to float among units within the project having the same bedroom size. A unit to which assistance is floated must be comparable in condition to the unit it is replacing (i.e., the unit must be of the same quality and amenities as the unit it is replacing). Assistance may float from a Section 504 accessible unit only to another Section 504 accessible unit that has the same bedroom size and accessibility features. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of RAD units, including the same number and type of Section 504 accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

C. PBV Resident Rights and Participation.

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD Statute, at conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreening, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.³² Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in this Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households. Once the grandfathered household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement. Further, so as to facilitate the right to return to the assisted property, this provision shall apply to current public housing residents of the Converting Project that will reside in non-RAD PBV units or non-RAD PBRA units placed in a project that contain RAD PBV units or RAD PBRA units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR § 983 for non-RAD PBV units and the PBRA requirements governing the applicable contract for non-RAD PBRA units.³³
2. **Right to Return.** See section 1.4.A.5(ii) and the RAD Fair Housing, Civil Rights, and Relocation Notice regarding a resident's right to return.
3. **Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR part 983 have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
4. **Phase-in of Tenant Rent Increases.** If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying

³² These protections (as well as all protections in this Notice for current households) also apply when a household is relocated to facilitate new construction or repairs following conversion and subsequently returns to the Covered Project.

³³ For non-RAD PBV households, applicable program requirements includes the requirement that any admission to the project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time.

alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of “total tenant payment” (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section “Calculated PBV TTP” refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP³⁴

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 25% of difference between most recently paid TTP and the Calculated PBV TTP

³⁴ For example, where a resident’s most recently paid TTP is \$100, but the Calculated PBV TTP is \$200 and remains \$200 for the period of the resident’s occupancy, (i.e. no changes in income) the resident would continue to pay the same rent and utilities for which it was responsible prior to conversion. At the first recertification following conversion, the resident’s contribution would increase by 33% of \$100 to \$133. At the second AR, the resident’s contribution would increase by 50% of the \$66 differential to the standard TTP, increasing to \$166. At the third AR, the resident’s contribution would increase to \$200 and the resident would continue to pay the Calculated PBV TTP for the duration of their tenancy.

- Year 3: Year 3 AR and any IR prior to Year 4 AR – 33% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP
- Year 5 AR and all subsequent recertifications – Full Calculated PBV TTP

Please Note: In either the three year phase-in or the five-year phase-in, once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies must also implement a three or five-year phase-in for impacted residents, but may alter the terms above as long as it establishes a written policy setting forth the alternative terms.

5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs. Public Housing residents that are currently FSS participants will continue to be eligible for FSS once their housing is converted under RAD. The PHA may continue to use any FSS funds already awarded to serve those FSS participants who live in units converted by RAD. At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding and may use that funding to serve PH, HCV and/or PBRA participants in its FSS program. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the subsequent Appropriation Acts), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g., escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.³⁵ Further,

³⁵ The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and

upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents. At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a non-profit or local Resident Association and this consequence of a RAD conversion may impact those entities.

6. **Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
7. **Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
 - i. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be :
 - a. A reasonable period of time, but not to exceed 30 days:

any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- ii. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - iii. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- ii. **Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),³⁶ an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - i. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).

³⁶ § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate program has been repealed.

- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

8. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in 24 CFR § 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants that move into the property following conversion or tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver.

9. **Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.
10. **When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return

to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. When the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice.³⁷ In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC.

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

- 11. Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes

³⁷ For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

available in the Covered Project, 24 CFR § 983.260 is waived. MTW agencies may not modify this requirement.

D. PBV: Other Miscellaneous Provisions

1. **Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
2. **Additional Monitoring Requirement.** The Owner must submit to the administering PHA and the PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.³⁸
3. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
4. **Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - i. Transferring an existing site-based waiting list to a new site-based waiting list.
 - ii. Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
 - iii. Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option particularly relevant for PHAs converting their entire portfolio under RAD.
 - iv. Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is

³⁸ For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of monitoring and evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).³⁹

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

³⁹ For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c).

5. **Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
6. **Agreement Waiver.** This section has been moved to 1.6.B.8.
7. **Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC.
8. **Administrative Fees for Public Housing Conversions During the Year of Conversion.** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e., the “year of conversion”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to “section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998” and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

9. **Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

10. **Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA

transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.

1.7 Special Provisions Affecting Conversions to PBRA

Under the Demonstration, HUD has the authority to waive statutory and regulatory provisions governing the PBRA program, or to establish alternative requirements for the effective conversion of assistance. Additionally, the RAD Statute imposes certain unique requirements and authorizes HUD to establish requirements for converted assistance under the demonstration.

For public housing projects converting assistance to PBRA under the First Component of the Demonstration, 24 CFR part 880, Section 8 Housing Assistance Payments Program for New Construction and applicable standing and subsequent Office of Housing guidance⁴⁰ will apply, except for the provisions listed below. These “special” provisions are grouped into three categories: Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. Where applicable, reference is made to the affected statute and/or regulation. For additional background purposes, HUD has provided Appendix I, which is a copy of the existing 24 CFR part 880 regulation with the provisions stricken that will not apply to Covered Projects. Additionally, Appendix II includes the specific provisions of the Act that are inapplicable to PBRA conversions. Finally, Appendix III includes the site and neighborhood standards that apply to PBRA.

A. PBRA Contract Terms.

- 1. Length of Contract.** Covered Projects shall have an initial HAP term of 20 years. To implement this provision, HUD is specifying alternative requirements for section 8(d)(2)(A) of the Act, which establishes a maximum term of 15 years for “an existing structure.” Additionally, 24 CFR § 880.502, which imposes maximum contract terms for New Construction projects consistent with statutory authority that was repealed in 1983, does not apply.
- 2. Mandatory Contract Renewal.** Section 524 of MAHRAA and 24 CFR part 402 currently govern renewals of expiring or terminating project-based section 8 HAP Contracts and, in general, require HUD to renew such contracts “at the request of the

⁴⁰ Examples of Office of Housing guidance include handbooks such as “Occupancy Requirements of Subsidized Multifamily Housing Programs” (4350.3) and “Multifamily Asset Management and Project Servicing” (4350.1). Future changes to part 880 would apply to RAD as long as the future changes are not provisions that have been stricken in the final Notice.



ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

Special Attention of:

Public Housing Agencies
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
RAD Transaction Managers

Notice H 2014-09
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)
REV 1

Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD) conversion**² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

¹ This Notice always uses the term "PHA" to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses "PHA" to refer to the "displacing agency," a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

² The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

³ The "first component" of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the "second component" refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

⁴ Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents⁵ of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

2. Background

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.⁶ The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to rad@hud.gov.

3. Applicable Legal Authorities

⁵ The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

⁶ HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378.

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide <i>General Information Notice</i> (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a Relocation Plan (See Appendix 1 for recommended content) • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit Relocation Plan along with checklist)

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15)) ▪ Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance ▪ Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> ▪ Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD ▪ PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation ▪ PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.⁷ The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

⁷ Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁸ A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire ("*Notice of Intent to Acquire*") prior to the ION date with HUD's prior approval. Once the Notice of Intent to Acquire is provided, a resident's eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))*

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements ("*Notice of Relocation Eligibility*"). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one "comparable replacement dwellings" as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
 - Regulations: 24 CFR part 8
 - Fair Housing Act Regulations: 24 CFR part 100
 - Title VI of the Civil Rights Act of 1964
 - Regulations: 24 CFR part 1
 - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
 - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
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11. Other Requirements

a. Public Housing Program Compliance

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. Evictions for Cause

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- **Packing and Moving Assistance** - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- **Payment for Temporary Relocation Moving Expenses** - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company; -
 - Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- **Utility Costs** - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at: [http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm)

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

Allow the resident to elect one of the following choices:

- 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
 - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
 - Packing, crating, uncrating, and unpacking of personal property.
 - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
 - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
 - Insurance for the replacement value of the property in connection with the move and necessary storage.
 - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:
[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm)

Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

- 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).
- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or [email rad@hud.gov](mailto:rad@hud.gov).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at: <http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [*acquire/ rehabilitate/demolish*] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property]*] (Displacing Agency) intends to acquire the property you currently occupy. **This is a Notice of Intent to Acquire.**

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. [PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]

- The location of your temporary replacement unit is [address]. This temporary housing has been determined to be decent, safe and sanitary.
- [List appropriate relocation advisory services and any other services and assistance provided.]

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [*date no sooner than 90 days after notice*].]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]
- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.
- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*]
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] [PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively:* You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you].

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is [*insert date that relocation exceeds one year.*]

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix I, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1			
2			
3			

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] [PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

ATTACHMENT I

Violence Against Women (VAWA) Statement

Housing Authority of Clackamas County (HACC) addresses VAWA in the Section 8 Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy. The responsibility of not terminating families from housing for reasons that fall under the VAWA regulation is particularly addressed. HACC has an Emergency Transfer Plan for victims of domestic violence in our housing programs.

We offer a local preference in the Housing Choice Voucher program for victims of Domestic Violence working with case management. We partner with several community partners like Northwest Family Services, Clackamas Women's Services, A Safe Place and Northwest Housing Alternatives to administer the Domestic Violence preference vouchers.

In addition, we are in continuous contact with County and City agencies, including the various law enforcement agencies, for current tenant's experiencing Domestic Violence.

HACC also partners with Clackamas County Social Services and Behavioral Health as well as the State Department of Human Services to use funds in a transitional housing program and Shelter + Care program under the Continuum of Care, where many victims of Domestic Violence are housed and provided services.

In summary, we follow the VAWA program policies and regulations with the goal of providing safeguards for the families falling under the VAWA related program requirements and refer households, as needed, to local domestic violence service provider partners. HACC has amended all its policies to comply with VAWA.



Jill Smith, Executive Director

Date

Attachment J PUBLIC NOTICE

A Public Meeting to cover the Housing Authority of Clackamas County's (HACC) Annual Plan effective 2021-2022 will be held on January 12th, 2021, at 10:00 AM via Zoom link. Resident Advisory Board members and Public Housing residents are encouraged to attend.

A Public Hearing to comment on HACC's 2021-22 Draft Plan will be held on March 18, 2021, at 10:00 AM before the HACC's Board of Commissioners via Zoom link.

During the ongoing coronavirus pandemic, your Board of County Commissioners is keeping the public/stakeholders as aware of decisions, and as connected to them, as possible. While social distancing practices are occurring, the Board of County Commissioners is holding meetings virtually.

All residents are invited to join and provide comments live via Zoom. Prior to each meeting our Public & Government Affairs staff will provide a Zoom Technology link for the members of the public to speak live on topics and public hearings that will be available on our website <https://www.clackamas.us/news/2021-03-18/joining-the-board-of-county-commissioners-during-a-zoom-meeting>.

Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing Liane Tankersley at Ltankersley@clackamas.us. As normal, meetings will be archived on our YouTube Channel. Thursday Business Meetings will continue to be livestreamed to YouTube, for all to watch.

HACC 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 Draft Plan will be available for review from January 14, 2021 – February 28, 2021, and can be found online at <https://www.clackamas.us/housingauthority/plansandreports.htm>. Hard copies are kept for public review at HACC's administrative office located at 13930 South Gain Street, Oregon City, OR, open Monday through Thursday, 8AM to 6PM. The Plan can also be viewed at the Clackamas County Library, 16201 SE McLoughlin, Milwaukie, OR 97267.

ATTACHMENT K

Definition of Substantial Deviation and Significant Amendment or Modification 2021-2022 Annual Plan

Definition of Substantial Deviation and Significant Amendment

It is the intent of the Housing Authority of Clackamas County (HACC) to adhere to the mission, goals and objectives outlined in the Annual Plan and the Five-Year Strategic Plan (the Plans). The Plans, however, will be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur.

A. Definition of Substantial Deviation from the 5-Year Plan

- Any collective change in the planned or actual use of federal funds for activities that would prohibit or redirect HACC's strategic goals or mission of sustaining or increasing the availability of decent, safe and affordable housing while promoting self-sufficiency and asset development of families and individuals from being implemented as identified in Plans.
This includes elimination or major changes in any activities proposed, or policies provided in the Plans that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the Plans that exceeds 25% of the of HACC's annual program budgets for Housing Choice Voucher (Section 8) or Public Housing activities.
- A need to respond immediately to Natural Disasters or Declarations of Emergency beyond the control of the Housing Authority, such as earthquakes, flooding, landslides, or other unforeseen significant event.
- A mandate from local government officials, specifically the governing board of the Housing Authority, to modify, revise, or delete the long-range goals and objectives of the program.

A substantial deviation does not include any changes in HUD rules and regulations, which require or prohibit changes to activities listed herein.

As provided in PIH Notice 2012-32 (HA), Rev. 3 – the following is excluded from the definition of Substantial Deviation: The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance;

- 1) Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- 2) Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- 3) Changes to the financing structure for each approved RAD conversion.

B. Definition of Significant Amendment or Modification to the Annual and 5-year plans

- Changes of a significant nature to the rent or admissions policies, or the organization of the waiting list not required by federal regulatory requirements as to effect a change in the Section 8 Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy (ACOP).
- Changes to HACC's plans effecting the demolition or disposition of public housing, designation of senior or disabled housing, the homeownership program, and a plan to convert public housing units to other than assisted housing.
- This includes elimination or major changes in any activities proposed, or policies provided in the agency plan that would momentarily affect services or programs provided residents. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes.

C. Capital Fund Program Definition of Significant Amendment or Modification to the Annual and 5-year plan

- A change in the planned or use of Capital Fund that have a total expense in excess of \$250,000 in any single year.

Attachment L
HACC ANNUAL PLAN 2021-2022
Resident Advisory Board Meeting Agenda

Tuesday, January 12, 2021 10am – 1:30pm Via Zoom

Q. What are Hillside Manor residents now that the property has been re-habbed?

A. You are now representing 58 residents at this meeting.

Q. Has the Oregon City View Manor land has been sold?

A. No.

10:00 – 10:10 Welcome and Introductions

Every year, we are required by HUD to submit an Annual Plan for what we have accomplished in the prior year and what we plan to do in the coming year. This meeting will fill everyone in on this and what changes have been made to the Annual Plan itself. We welcome all comments and questions, which will be made a part of the Annual Plan.

13 staff and 11 RAB members were in attendance

10:10 – 10:25 Annual Plan Review – New Activities & Progress Report

Most of the new activities will be coming from Development, so this was discussed in the next section.

10:25 – 10:40 Development Update

Over next 5 years we will be converting our Public Housing properties to affordable housing. Many Housing Authorities are focusing on creating self-sustaining portfolios. Rehab and restructuring of Hillside Manor is the first to property to start this process. HACC submitted application to HUD for RAB and LIHTC rental assistance. The anticipated completion date of the Hillside Manor project is late 2021. Quantum Residential is managing the property and Patrice Brown Kennedy is the new on-site manager. HACC is taking all precautions regarding COVID including temperature checks for construction workers.

Hillside Park – late 2020 we submitted land use application to City of Milwaukie to allow 400 new housing units. It is currently under review. This year, we are submitting an application to HUD. If approved, HACC will work with Relocation Specialists to find housing for all residents who also will have opportunity to move back to the property after construction is completed.

Q: What is the date when the application process will be started and residents notified?

A. Our goal is mid-2021 and hopefully start relocation by the end of 2021 or the beginning of 2022. We should have the approval or denial from HUD mid-2021, then can start process.

Q. Is HSM about 55% completed?

A. Yes. We hope to have all construction completed by the end of summer.

One resident/RAB member commented that he loves new elevator because it talks to him.

Q. Has funding been secured for Hillside Park?

A. Not completely. We will not proceed until it's secured.

Q. How much notice to tenants to move?

A. Ample – 3-6 months. Residents will be issued a voucher which gives them 120 days to find other housing throughout all of the United States.

Q. When would we be moving out of Hillside Park?

A. End of this year earliest. Most likely 2022.

Q. What is the difference between housing and HUD?

A. Housing is subsidized by HUD. They provide the operating fund to run the property and CAP funds to maintain the property. There is no way for us to refinance or add debt to the property so for any big renovations needed, there is no funding source. LIHTC allows other funding and allows us to get out from under HUD. It also allows us to provide project based rental assistance. Other funds may also be brought in to help fund these projects such as Bond funds. Community reparations funds are also part of the LIHTC process. There will be banks and other investors in these projects.

Q. Will there be help to find housing?

A. Yes. Relocation services will help for in-state housing searches.

Q. Are we switching over to Section 8 in Hillside Park?

A. Hillside Park will be mixed. Anyone who currently lives there will be offered voucher.

Q. What if I can't find housing outside the Park with a voucher?

A. Residents can move back in with a Section 8 voucher once the construction is completed. If you can't find housing in the allotted time, extensions may be granted or may move into Public Housing units when they are available.

Scattered Sites has 145 properties throughout Clackamas County. The cost to maintain these units is high and the locations are spread over 260 square miles. HACC will be asking HUD for Section 18 Disposition Enhanced Housing Choice Vouchers for every household. This means, anyone who is relocated due to the sale will be provided vouchers, but our goal is to help and hopefully some of our current tenants get on a path to purchase these homes if possible through the use of FSS Escrow and IDA. Over the next year, HACC will be working on plans for repositioning Clackamas Heights and Oregon City View Manor. We are looking at Section 18 Disposition, RAD Conversion as options or a hybrid of the two. This will be planned out over the next few years.

The Metro Housing Bond – All bond funds for Clackamas County will run through the Housing Authority of Clackamas County. Our strategy is outlined in our implementation on our website. 18000 Webster Rd., when rehabilitated, will provide housing for homeless and very low income persons. The start project will be mid-2021. There will be 12 Permanent Supportive Housing units.

We also secured 200 vouchers from HUD to help with repositioning of our remaining properties. A map of all the properties that were discussed as well upcoming properties was placed in the Chat. It is also on our website.

HACC has awarded \$400,000 in grants to developers to build low-income housing units. Maple Apartments, Good Shepard and Fuller Rd. Station are being built/currently under construction.

Q. This is drop in bucket for people in need. Curious what are HACC's plans moving forward to help? When the eviction moratorium on rent ends, what is the foresight in housing to help? Everyone is going to be facing the same crisis. When folks think of developing housing, they don't think of the quality of the housing or the quality of life it affords for the folks in housing. Such as having very limited storage or no garages. That foresight need to be there. What are our plans moving forward for considering quality of life in housing?

A. From other RAB members: HACC is making plans to consider quality of life in future housing communities. Another RAB member and resident stated that she has finished the IGA program and is currently in the FSS program, and a Master's program on her own. She is looking forward to buying a home. She can understand the need or want for more storage, but feels that HACC has taken that into consideration. Thinks this is true of all housing, not just subsidized housing.

A. The Hillside Park master plan addresses some of this. It is recommended to look at the Housing website to see how it is being planned with open spaces, parking, and community areas. Also look at the Metro Bond for their housing requirements as well as Measure 26-10 which creates funds also. These funds are being given to housing authorities, and plans to spend the funds are being created now. The groups that are meeting to discuss these plans are service-oriented agencies. HACC is also looking at supportive housing which is needed to help those with trauma get back on their feet. It's a lot less strict, there are less barriers to housing, etc. Measure 26-210 is a State program. Not as strict as a Federal program.

Q. Are we considering looking at tax from marijuana sales? 51% goes to police departments. Why can't housing look into/take some of that money for housing?

A. Housing Authorities are a strong advocacy group within the State. We work with smaller Tenant protection advocacy groups and have a unique working relationship also with Landlord groups. We do our best at advocating for Low Income, Homeless and people facing housing crisis. We are fully aware of the long racial disparity stem from red lining and other practices in the past. We are trying to help guide our State to do better and be better as one part of the team in the process.

Q. Section 8 vouchers that will be given out to people; what protections will be given to people? Landlords move people or don't renew leases after one year or raise rents high.

A. 12 months' rent are frozen. The State after the first year protects the level of CPI that rents can't go over. In most cases, the Voucher program has to pay the difference in rent, not tenant.

Q. What are protections if the landlords don't renew leases?

A. Rent can only go up by CPI. Relocation will help if a tenant has to move to pay deposits. Tenants do not lose their voucher if a lease is not renewed, they retain the voucher and have to move, but moving is expensive and covering those costs admittedly are still an issue. In some cases, we can connect tenants to other resources to cover some of that expense.

Q. What about the property by Johnson Creek?

A. It is not a housing authority property.

10:40 – 11:00 Public Housing Updates – Review Attachment B

Review the portion of the Streamlined Annual Plan form (50075) that gets submitted to HUD regarding Public Housing.

Went down list of items checked that we will be discussing in the Plan. Discussed Revisions to the plan elements such as the Statement of Housing Needs, Deconcentration policy and Financial Resources, such as having to stay within the Urban Growth Boundaries to receive funding.

Discussed new activities. Development discussed most of this previously. It talks about what we have done and what we plan to do. Encouraged everyone to submit written questions and comments after reviewing.

Went over Progress Report portion of plan. What our goals are for new development, grants, vouchers, new construction projects in the works; a lot of the details to these are listed items are on our website. Discussed Fuller Road, Clayton Mohr, Webster Road, \$44,233,000 in Metro funds and other sources.

We discussed what we are doing to improve Equity, Diversity and Inclusion as a Housing Authority.

Discussed ongoing trainings, policy changes as we acknowledge unseen or underlying issues that are not in alignment with our DEI goals, hiring with a DEI focus as we really want hires that have lived experience, expertise or with a diversity that matches those we serve.

Q. Why does the new lease change the “late by” date for rent?

A. We aligned our leases with Market practices. Most of you in Public Housing will be converting out of Public Housing eventually and this is a market practice. You can always with reasonable accommodation discuss options to avoid late fees with SSI coming on the 3rd of the month and late fees start after the 5th. In addition to this change we made payment options more flexible to ensure faster receipt of payment. You can now drop off payments in person or drop box, you can set up direct payments with your bank with resident services help if needed, and we are looking at online customer service café for payments in the future. Currently with COVID there are no late fees and Property Manager – Just sending out reminder letters right now. The Public Housing Property Managers are flexible about waiving late fees depending upon situations.

Q. Asked about Quantum’s policies regarding late fees and social security not coming on time.

A. Residents can talk to Quantum regarding a reasonable accommodation to change due date. One resident stated that they switched to auto-pay through her bank and she has never been charged a late fee since. Property Manager - we go by date the envelope is postmarked not the date the check is written.

Q. This flexibility is not known by all and serves as a bias toward helping some while others get “stuck” paying late fees. Is there a way to be more universal in communicating to tenants the avenues for having late fees waived? Like the FSS program thing we talked about, had we known reasonable accommodation might allow a part-time person to join.

A. That is a good point. We certainly can make reasonable accommodation a more universally known tool for all disabled tenants. For circumstances on a case by case basis to be more transparently fair, yes I think we can improve in that area of making tenants know what type of circumstances will get fees waived such as loss of employment, loss of child support in a given month. Definitely we can work on more universal understanding and creating a safe space with tenants to talk directly to their PM. On the

FSS topic, I will note we need to look at that policy on why only full time employed allowed to join now. I will write that down to research as that is a good point.

A. PM also noted the Lease is what residents can rely on for rules that are relied upon. Exceptions are harder to pin point as we don't know all the scenarios. It's up to tenant to get in touch with their Property Manager to let them know what's going on.

Q. Resident/RAB member hopes that this fluctuation of policy is general knowledge with all tenants. What was the percentage of people paying late Pre-Covid per property?

A. About 12%.

Q. RAB member wishes we had left late date as the 8th.

A. Change is hard, but we really do have good intentions of preparing all for general market practices. As discussed earlier, we also are working with tenants to improve payment options to ensure timely payments and will work on reasonable accommodation exceptions on a case by case basis.

Transfer policy based on family composition changed. We are softening and not requiring 2 per bedroom. If there are people to fill every bedroom we will let you stay as housed. Not strictly following the 2 per bedroom policy on EXISTING tenants.

Utility Reimbursement – HACC will make payment to family or we can pay utility company directly at tenant's request. It's Optional.

Transfer list – prioritized transfer policies. High priority vs. emergency.

Security deposits – Clearer language about security deposits not being transferrable from one housing unit to the next.

Cost of transfers – resident will bear cost for normal transfers.

Mailbox keys – HACC will pay a one-time fee when tenant is a new move in. If tenant loses keys, tenant responsible for replacement key.

Hearing are being done remotely.

Discussed the Rent Reporting Program that helps people improve their credit scores. There have been fantastic improvement results to date.

Nondiscrimination policy was discussed. HACC added a no tolerance policy of harassment of tenant, staff or guests of a protected class.

Screening Policy – major reduction to screening to reduce barriers.

Family Self-Sufficiency Program – Adding preference to help work-ready families. Also removing no debt requirement for money owed to PHA's.

Q. There should be a list of resources readily available for anyone. Especially the homeless.
A. Resident Services are available to help with any questions and can provide referrals.

Organization of the waiting list; moved to only one waitlist instead of waitlists by area.
The waitlist will be updated as needed.

11:15 – 11:45 Section 8 Policy Updates – Review Attachment A

Preferences – Reducing preferences and will be helping only those who cannot be served by Measure 26-10 funding outside the metro region.

Informal review and hearings added remote policy. Also added that uninvolved staff can conduct hearings as our hearings officer attorney is not always available.

Harassment Policy has been updated. Same as Public Housing's policy.

Family Self-Sufficiency Program same as Public Housing

Added preference for natural disaster families that have been displaced. Also added the option to move section 8 relocation clients to public housing if needed.

Homeless preference clients will now be served by 26-10 instead of Continuum of Care.

Q. When you move back in after relocation, is that security deposit paid for by housing?

A. The HACC will look into.

11:45 - 12:15 Capital Fund Overview: Attachments E-F

2020 was a rough year for completing projects.

In 2020, 21 units of flooring were completed.

Elevator replacement at HSM took a big chunk of Capital Fund dollars.

Cabinets were big expense to replace due to age (9).

Scattered site fencing project 28 units – over a mile of fencing.

Clackamas Heights units were tested for foundation skirting. In 2021 we will be doing all 100 units.

Q. If CAP Fund money is not spent, does it roll over? Do we have to use it or lose it? Cabinet expenses, etc. for cabinets and flooring?

A. Each unit has different prices depending on the size and condition of the unit. Services are contracted out.

CAP Fund is separate Federal grant money from housing. We have 2 years to obligate the money and 4 years to spend it. HUD also extended spending dates due to Covid.

2021:

Deck replacements were approved. 34 will be finished this year.

Skirting project will complete all 100 units at Clackamas Heights.

Modernization of Hemlock due to fire will be completed.

HACC-wide flooring replacement on turnover/as needed – 2 year project.

Asbestos abatement & monitoring – we have contractor who completes this for us and monitors.

Q. Why are floors at Hillside Manor being covered over not replaced?

A. You can encapsulate flooring and it is safe. We are removing asbestos ceilings. If we had more funding we would replace flooring.

Q. RAB/resident said she moved into Hillside Park a couple years ago. She and others have developed breathing problems.

A. RAB/resident stated that in the Manor, all floors are highly waxed and encapsulated and the ceilings have been abated.

Discussed breakdown of what we are projected to get for CAP funds this year and what anticipated expenses will be broken down by account.

Q. Line items 1430 – 1460 contract services? Are these costs public by line item? Are these contracts available for bid?

A. Yes. All work is made public for bid. It's all public information. The public can send in a request for this information. We have to justify expenses before we go out to bid.

12:15 – 12:30 Resident Services (Public Housing) Overview

This year is very different from past years as we have a much larger Resident Services Team. Includes dedicated staff to each neighborhood. Two Resident Services people are doing peer services and another is working on the public garden.

Started in March as a team to reach out to residents at the beginning of the pandemic and coordinated with services to help them; Oregon food bank, gleaners, other needs.

Financial impact with pandemic has been tremendous. Have been reaching out to residents to get their rent adjusted if income dropped or disappeared and help provide information to access rent resources.

Completed a survey as outreach tool and had over 500 household respond to see where help is needed. Will be putting out more newsletters to keep people up to date.

12:40 – 12:34 Annual Plan Timeline

Discussed what is coming up next regarding the Annual Plan.

Q. Would like to see more of these types of meeting throughout the year. Are there plans for more?

A. We would like to see that. Each community should have their own res advisory committee so meetings can be set up.

Q. How does the utility allowance work – why he doesn't get a check?

A. It was explained that residents pay 30% of income towards rent. People at \$0 income may get a check from Housing to help pay their utilities.

Q. Can residents transfer to Public Housing during relocation instead of taking voucher? A. Yes, but resident would need to talk to their relocation specialist to get on transfer list.

March 18, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Third Quarter of Fiscal Year 2021

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2021.
Dollar Amount and Fiscal Impact	\$4,675.94 in total collection losses.
Funding Source	N/A
Duration	January 1, 2021 – March 31, 2021
Previous Board Action/Review	First and second quarter collection losses were approved by the Housing Authority Board of Commissioners.
Counsel Review	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the third quarter of fiscal year 2021 (January 1, 2021 – March 31, 2021). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the third quarter of fiscal year 2021 will be \$4,675.94 for Low Rent Public Housing. Of the total third quarter write offs, \$4,081.50 was for uncollected rents and \$594.44 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the third quarter of fiscal year 2021 will be \$4,675.94.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,


Rodney Cook
Interim Director

March 18, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Approving the Delegation of Budget Authority for Fiscal Year 2021-2022

Purpose/Outcomes	Approval of the Delegation of Budget Authority for Fiscal Year 2021-2022, as amended
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	March 18, 2021 – June 30, 2022
Previous Board Action	N/A
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute the delegation of budget authority for fiscal year 2019-2020, as amended.

The Delegation of Budget Authority has been updated to include two (2) additional staff, Joe Vennes and Vahid Brown. The Delegation of budget authority authorizes identified staff authority to approve expenditures at or below their listed dollar threshold. The delegation of authority differs from contract signing authority, in that individuals can approve budgeted expenditures under existing agreements but not obligate HACC under a new contract. Contract signing authority is outlined in HACC's Procurement Handbook.

RECOMMENDATION:

HACC recommends the approval of the Delegation of Budget Authority for fiscal year 2021-2022 and have Chair Smith sign the form as the elected official.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing and Human Services



Department Name: Housing Authority of Clackamas County Entity: HA Date: 1/21/2021

Primary Signer Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures as referenced. I assume full responsibility for delegation of budget authority to the employees as indicated below.

Name & Title of Director/Elected Official (TYPE): Tootie Smith, Housing Authority of Clackamas County Board Chair

Signature and Initials:

Authorized Signers Acknowledgement

By signing below, I acknowledge that I have read and understand the applicable policies and procedures.

Employee Name & Title (TYPE)	Fund (Required)	Dept. ID (Required)	Program (if applicable)	Dollar Limit (Required)	Employee Signature	Employee Initials
Jill Smith Executive Director	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Jill C. Smith</i>	JS
Jason Kirkpatrick, Deputy Director - Finance	HACC			<input type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input checked="" type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>J. Kirkpatrick</i>	JK
Toni Karter, Housing Services Manager	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Toni Karter</i>	TK
Elizabeth Miller, Administrative Services Supervisor	HACC			<input type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>EM</i>	EM
Devin Ellin & Angel Sully, Housing Developers	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Angel Sully</i>	AS DE
Allison Coe & Craig Beals, Property Managers	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Allison Coe</i>	CB AC
Josh Teigen, Capital Fund Coordinator	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Josh Teigen</i>	JDT
Debbie Greene, Human Services Supervisor	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Debbie Greene</i>	DG
Jemila Hart, Human Services Coordinator II	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>JH</i>	JH
Joe Vennes, Project Manager	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Joe Vennes</i>	JV
Vahid Brown, Human Services Manager	HACC			<input checked="" type="checkbox"/> \$5,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$150,000 <input type="checkbox"/> Unlimited	<i>Vahid Brown</i>	JVB

J Vahid Brown (Feb 22, 2021 08:39 PST) JVB

March 18, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to apply for a grant for 50 new limited term vouchers for
Foster Youth to Independence Rental Assistance Program

Purpose/Outcomes	Approval to apply for a grant for 50 limited term, foster youth to independence (FYI) rental assistance vouchers
Dollar Amount and Fiscal Impact	Maximum grant award of 50 vouchers at an estimated value of \$540,000 No County General Funds
Funding Source	U.S. Department of Housing & Urban Development Funds
Duration	Continuously renewed Annually if Awarded
Previous Board Action	8/15/2019 First Application Approved & Awarded 25 FYI
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for additional grant funds to assist Foster Care youth graduating out of the system. The Housing Authority was awarded 25 FYI vouchers last year and there is a demand for more resources to help our homeless youth. This grant would provide up to 50 more Foster Youth rental assistance and wrap around case management for 36 months to promote a path to self-sufficiency.

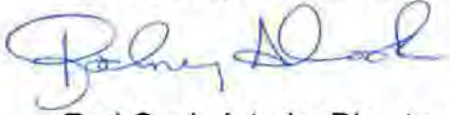
The U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for this new initiative entitled Foster Youth to Independence (FYI) to serve children impacted by Foster Care. This funding will serve children ages 16-24, who have left foster care, or will leave foster care within 90 days, and are homeless or at risk of becoming homeless. If awarded, HACC will provide monthly rental assistance and services through a partnership with our State Child Welfare agency, to help youth become stable and begin working towards self-sufficiency.

HUD is investing in local, collaborative efforts to prevent and end homelessness among youth with a history of child welfare involvement. The success of the program depends heavily on a partnership between HACC and Oregon State Department of Child Welfare. This program has never been awarded in Clackamas County and would be a great new resource for youth exiting the Foster Care system. The grant is expected to be awarded by Spring 2021.

RECOMMENDATION:

Staff recommends the HACC Board's approval to apply for the FYI grant and enter into a Memorandum of Understanding (MOU) with the Oregon State Department of Child Welfare. Additionally, staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign all documents related to the FYI grant and MOU.

Respectfully submitted,



Rod Cook, Interim Director

March 18, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County (HACC) and the State of Oregon acting through Oregon Housing and Community Services (OHCS) for the Landlord Compensation Fund program

Purpose/Outcomes	Requesting approval to execute an IGA between HACC and OHCS outlining the Landlord Compensation Fund program
Dollar Amount and Fiscal Impact	OHCS is providing \$15,112,500.00 in Program Funds, no general funds are involved.
Funding Source	Oregon Housing and Community Services, (OHCS)
Duration	March 18, 2021 until July 31, 2021
Previous Board Action	January 12, 2021
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Counsel Review	March 2, 2021; Andrew Naylor
Contact Person	Jill Smith, HACC Executive Director 503-502-9278
Contract No.	Contract No. TBD

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S), requests approval to execute an IGA between HACC and OHCS outlining the landlord compensation fund program.

During a Special Session on December 21st, the Oregon Legislature enacted an eviction moratorium until June 30, 2021 and established the Landlord Compensation Fund (HB 4401). The Legislature allocated \$200 million in rent assistance to support tenants and landlords, which includes \$150 million for the Landlord Compensation Fund. HB 4401 provides distributions to residential landlords for 80 percent of unpaid rent not collected from qualified tenants after April 1, 2020.

The intention is for HACC and other Housing Authorities across the state to work in partnership with OHCS to distribute funding to their local landlords, many of which Housing Authorities already have strong relationships with. The Housing Authority of Clackamas County intends to participate in this work and is seeking your approval to enter into an IGA that outlines the roles and responsibilities of OHCS and HACC to provide rent assistance payment to eligible owners/landlords.

The IGA outlines the responsibilities of HACC and OHCS. HACC will be responsible for the following:

- Designate a single point of contact
- Address and resolve issues with the application system
- Verify that the LCF applicant is the owner of the property(ies) or an owner's authorized representative
 - Notify LCF Applicant if ownership cannot be verified.
- Create and maintain a designated customer service line and email
- For verified ownership, HACC will transfer LCF payment via check or electronic transfer
- Notify tenants, in writing via mail, and when possible by email, text, or written notice, that payment distribution has been made

- Communicate denials and approvals with landlords
- Issue Internal Revenue Service Form 1099-G or 1099-MISC to owners
- Regularly and promptly update the status and workflow of LCF application in the LCF Application System to ensure status of application is up-to-date
- Provide OHCS with timely feedback for creating customer friendly program information and clarifications (such as FAQ documents)
- Follow OHCS guidance including but not limited to the Landlord Compensation Fund Program Guidelines
- Coordinate and communicate with OHCS through the identified single point of contact

Participating landlords will be agreeing to accept 80% of outstanding rent payment for qualified tenants as payment in full.

Qualified tenants are a household in which the head or a legal representative has provided all the necessary documentation, including the *Declaration of Financial Hardship for Eviction Protection* request, and any OHCS required supplemental forms requested to fulfill the application. Tenant documents must be completed and returned for the tenant to be considered a qualified tenant.

RECOMMENDATION:

Staff recommends that the HACC Board approve the Intergovernmental Agreement between the State of Oregon acting through Oregon Housing and Community Services and Housing Authority of Clackamas County. Staff also recommends the HACC Board authorize Jill Smith, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing and Human Services

INTERGOVERNMENTAL AGREEMENT

Landlord Compensation Fund Program Agreement No. 6126

Housing Authority of Clackamas County Contract #10064

This grant agreement (this “Agreement”) is between the State of Oregon acting by and through its **Oregon Housing and Community Services Department**, together with its successors and assigns (“Agency”) and **Housing Authority of Clackamas County** an Oregon public corporation created under ORS 456.055 to 456.235 (“Housing Authority” or “HA”), each a “Party” and, together, the “Parties”.

SECTION 1: EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed by every Party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **July 31, 2021**. Agreement termination or expiration shall not extinguish or prejudice either Party’s right to enforce this Agreement with respect to any default by the other Party that has not been cured. The period of performance of this Agreement is April 1, 2020 through June 30, 2021.

SECTION 2: BACKGROUND AND PURPOSE

At the request of Joint Committee on the Third Special Session of 2020, House Bill 4401 was enrolled to declare an emergency and direct Agency to make distributions to compensate residential landlords for 80 percent of past-due rent of qualified tenants that the landlord has not collected after April 1, 2020 by establishing the Landlord Compensation Fund Program to be administered by Agency. The Agency is awarding grant funds under this Agreement to local public housing authorities for the purpose of assisting in administration of the Landlord Compensation Fund Program.

SECTION 3: SINGLE POINT OF CONTACT

3.1 Agency’s Single Point of Contact is:

Natasha Detweiler
725 Summer Street NE, Suite B
Salem, OR 97301
503-508-3821 Office
Natasha.Detweiler@oregon.gov

3.2 Housing Authority’s Single Point of Contact is:

Jason Kirkpatrick

P.O. Box 1510
Oregon City, OR 97045
503-655-8703 Office
JKirkpatrick@clackamas.us

- 3.3 A Party may designate a new Single Point of Contact (SPC) by written notice to the other Party without the need for formal amendment.

SECTION 4: RESPONSIBILITIES OF EACH PARTY

4.1 Housing Authority (“HA”) shall perform the following:

- Identify and report to Agency, a single point of contact;
- Identify and report to Agency, up to a maximum of two (2) key system users to have access to the Landlord Compensation Fund (LCF) Application System and participate in system user training;
- Verify that the LCF applicant is the owner of the property or properties or an owner’s authorized representative (“LCF Applicant”);
 - Notify LCF Applicant and Agency if ownership cannot be verified;
- If HA is able to verify ownership, HA will transfer LCF payment distributions determined by Agency to approved selected owners by either check or electronic transfer, method determined by LCF Applicant’s selection in the LCF Application System:
 - HA will attempt to address and resolve issues or concerns with the ACH information provided by LCF Applicant;
 - HA will be responsible for contacting LCF Applicant to resolve any issues in a timely manner in order to process payment;
- Notify tenants, in writing via mail, and when possible by email, text, or written notice, that payment distribution has been made;
- Issue Internal Revenue Service (IRS) Form 1099-G (Certain Government Payments) or an IRS Form 1099-MISC to owners based on the owner’s submitted Taxpayer Identification Number and Certification Form (W-9);
 - LCF Applicant will submit the W-9 electronically through the LCF Application System;
 - HA will attempt to address and resolve issues or concerns with the information provided on the submitted W-9;
- Regularly and promptly update the status and workflow of LCF applications in the LCF Application System to ensure status of application is up-to-date;
- Create and maintain or provide a designated customer service phone line and email address;
- Provide Agency with timely feedback for creating customer friendly program information and clarifications (such as FAQ documents);
- Follow applicable Agency guidance, including but not limited to the *Landlord Compensation Fund (LCF) Program Guidelines*; and
- Coordinate and communicate with Agency through the identified Single Point of Contact.

4.2 Agency will perform the following:

- Identify and report to HA, a single point of contact;

- Develop, and provide access to HA, a Landlord Compensation Fund (LCF) Application System;
- Create and maintain a designated customer service phone line and email address;
- Coordinate training for HA on the LCF Application System and use;
- Address and resolve any issues with the LCF Application System in a timely manner that are preventing HA from completing responsibilities (notwithstanding the timely resolution of any technical issues that are the responsibility of Agency's contractor developing and maintaining the LCF Application System);
- Translate LCF application documents in multiple languages;
- Accept and review submitted LCF applications through the LCF Application System;
- Request LCF Applicant's preference for payment between paper check or electronic transfer (ACH) and provide LCF Applicant's response to HA;
- Request the owner's W-9 from the LCF Applicant through the LCF Application System;
- Request electronic transfer (ACH) information from LCF Applicant through the LCF Application System;
- Select project portfolio's for funding and calculate tenant rent-arrearage for eligibility;
- Notify LCF Applicant if their LCF application was not approved;
- Notify LCF Applicant if their application was selected and that funding is contingent upon HA verification of ownership;
- Assign approved LCF applications to HA with allocated funding amounts to relay and disburse payment distributions;
- Provide access to the Housing Authority's Single Point of Contact (and HA's backup point of contact, if applicable) to access LCF Applicant's submitted documentation through the LCF Application System (such as W-9 and ACH forms);
- Create tenant notification letter that HA will send to notify tenant of payment;
- Create owner notification letter than HA will send to notify LCF Applicant of final funding decision based on ownership verification outcome;
- Compile and publish a Frequently Asked Questions (FAQ) resource document;
- Communicate program timelines and needs with the HA network; and
- Coordinate and communicate with HA through the identified Single Point of Contact.

SECTION 5: COMPENSATION

Not to Exceed Compensation. The maximum, not-to-exceed compensation, also referred to as "Program Distribution" payable to Housing Authority under this Agreement, which includes any allowable expenses, is **\$15,112,500.00**. Program Distribution payments will be made based on the number of LCF applications processed and paid out. Upon execution of this Agreement, Housing Authority will be granted an advance amount of administrative costs based on the anticipated program distribution in each monthly funding cycle as outlined below in Table 1.0. The advance amount of administrative costs will be counted in aggregate against the total allotted administrative costs as outlined below in Table 1.1. Housing Authority will work with Agency to reconcile and adjust any underpayment or overpayment of administrative costs based on actual program distribution amounts, except

for the Advance Administrative Costs Disbursement (outlined in Table 1.0) which will remain in place regardless of the actual program distribution amount.

Table 1.0 – Advance Administrative Costs Disbursement:

Anticipated Program Distribution	Administrative Cost Advance Amount
Up to \$10 million	\$75,000.00
\$10 million up to \$30 million	\$90,000.00
\$30 million and over	\$120,000.00

Table 1.1 – Administrative Cost Limitations:

Anticipated Program Distribution	Administrative Cost Limitation Amount
Up to \$6 million	6% of program distribution
\$6 million to \$10 million	4% of program distribution
\$10 million to \$30 million	3% of program distribution
\$30 million and over	2% of program distribution

Housing Authority shall submit monthly requests for program distribution payments by assigned Housing Authority jurisdiction as generated through the LCF Application System. Requested payments amounts that are in excess of actual program costs will be reported to Agency and carried over into the next application round and reconciled by subtracting the excess from new funding round payment requests. Excess program distributions will be reimbursed to OHCS within 30 days of final round reconciliation or by July 31, 2021.

SECTION 6: REPRESENTATIONS AND WARRANTIES

Housing Authority represents and warrants to Agency that:

- 6.1** Housing Authority is a public body duly organized and validly existing in the State of Oregon. Housing Authority has the power and authority to enter into and perform the Housing Authority obligations outlined in this Agreement;
- 6.2** The making and performance by Housing Authority of this Agreement (a) have been duly authorized by Housing Authority, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Housing Authority’s charter or other organizational document 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 Housing Authority is party or by which Housing Authority may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Housing Authority of this Agreement, other than those that have already been obtained;

- 6.3 This Agreement has been duly executed and delivered by Housing Authority and constitutes a legal, valid and binding obligation of Housing Authority enforceable in accordance with its terms;
- 6.4 Housing Authority shall, at all times during the term of this Agreement, be qualified and duly licensed to perform its obligations under this Agreement; and
- 6.5 Housing Authority understands that the representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Housing Authority.

SECTION 7: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Housing Authority that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. HOUSING AUTHORITY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 8: OWNERSHIP OF WORK PRODUCT

- 8.1 As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - 8.1.1 "**Housing Authority Intellectual Property**" means any intellectual property owned by Housing Authority and developed independently from the work under this Agreement.
 - 8.1.2 "**Third Party Intellectual Property**" means any intellectual property owned by parties other than Housing Authority or Agency.
 - 8.1.3 "**Work Product**" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Housing Authority is required to deliver to Agency under this Agreement, and all intellectual property rights therein.
- 8.2 All Work Product created by Housing Authority under this Agreement, including derivative works and compilations, and whether such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Housing Authority agree that any Work Product that is an original work of authorship

created by Housing Authority under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Housing Authority under this Agreement is not "work made for hire," Housing Authority hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Housing Authority under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Housing Authority shall execute such further documents and instruments necessary to fully vest such rights in Agency. Housing Authority forever waives any and all rights relating to Work Product created by Housing Authority under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

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

If the Work Product created by Housing Authority under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Housing Authority agrees to work with the Agency and make commercially reasonable efforts to secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 8.3** If Work Product is Housing Authority Intellectual Property, Housing Authority hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Housing Authority Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 8.4** If Work Product is Third Party Intellectual Property, Housing Authority agrees to work with the Agency and make commercially reasonable efforts to secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 8.5** If state or federal law requires that Agency or Housing Authority grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then

Housing Authority shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 9: CONTRIBUTION

- 9.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 9 with respect to the Third Party Claim.
- 9.2** With respect to a Third Party Claim for which Agency is jointly liable with Housing Authority (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Housing Authority in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Housing Authority on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Housing Authority on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 9.3** With respect to a Third Party Claim for which Housing Authority is jointly liable with Agency (or would be if joined in the Third Party Claim), Housing Authority shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Housing Authority on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Housing Authority on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Housing

Authority's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 10: HOUSING AUTHORITY DEFAULT

Housing Authority will be in default under this Agreement upon the occurrence of any of the following events:

- 10.1** Housing Authority fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 10.2** Any representation, warranty or statement made by Housing Authority in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Housing Authority is untrue in any material respect when made;
- 10.3** Housing Authority (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 10.4** A proceeding or case is commenced, without the application or consent of Housing Authority, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Housing Authority, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Housing Authority or of all or any substantial part of its assets, or (c) similar relief in respect to Housing Authority under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Housing Authority is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 11: AGENCY DEFAULT

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

SECTION 12: REMEDIES

- 12.1** In the event Housing Authority is in Default under Section 10, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 15; (b) reducing or withholding payment for work or Work Product that Housing Authority has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Housing Authority to perform, at Housing Authority's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement; (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or (e) exercise of its right of recovery of overpayments under Section 13 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 12.2** In the event Agency is in default under Section 11 and whether or not Housing Authority elects to exercise its right to terminate this Agreement under Section 15.3.3, or in the event Agency terminates this Agreement under Sections 15.2.1, 15.2.2, 15.2.3, or 15.2.5, Housing Authority's sole monetary remedy will be: (a) for work compensable at a stated rate, (1) a claim for unpaid invoices for work completed and accepted by Agency, (2) for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, (3) for authorized expenses incurred, and (4) for interest within the limits of ORS 293.462, all of which less any claims Agency has against Housing Authority; and (b) for deliverable-based work, (1) a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, (2) for authorized expenses incurred, and (3) for interest within the limits of ORS 293.462, all of which less previous amounts paid for the deliverable and any claims that Agency has against Housing Authority. In no event will Agency be liable to Housing Authority for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Housing Authority exceed the amount due to Housing Authority under this Section 12.2, Housing Authority shall promptly pay any excess to Agency.

SECTION 13: RECOVERY OF OVERPAYMENTS

If payments to Housing Authority under this Agreement, or any other agreement between Agency and Housing Authority, exceed the amount to which Housing Authority is entitled, Agency may, after notifying Housing Authority in writing, withhold from payments due Housing Authority under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 14: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING

OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 15: TERMINATION

15.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

15.2 Agency may terminate this Agreement as follows:

15.2.1 Upon thirty (30) days advance written notice to Housing Authority;

15.2.2 Immediately upon written notice to Housing Authority, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

15.2.3 Immediately upon written notice to Housing Authority, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

15.2.4 Immediately upon written notice to Housing Authority, if Housing Authority is in default under this Agreement and such default remains uncured twenty (20) days after written notice thereof to Housing Authority; or

15.2.5 As otherwise expressly provided in this Agreement.

15.3 Housing Authority may terminate this Agreement as follows:

15.3.1 Immediately upon written notice to Agency, if Housing Authority fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Housing Authority's reasonable administrative discretion, to perform its obligations under this Agreement;

15.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that Housing Authority's performance under this Agreement is prohibited or Housing Authority is prohibited from paying for such performance from the planned funding source;

15.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured twenty (20) days after written notice thereof to Agency; or

15.3.4 As otherwise expressly provided in this Agreement.

15.4 Upon receiving a notice of termination of this Agreement, Housing Authority will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Housing Authority will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. Upon Agency's request, Housing Authority will surrender all documents, research, or objects or other tangible things needed to complete the work that was to have been performed by Housing Authority under this Agreement.

SECTION 16: INSURANCE

The Housing Authority shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300).

SECTION 17: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties unless otherwise expressly provided within this agreement.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Single Point of Contact at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 13, 14 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 21: SEVERABILITY

The Parties agree that 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state, and local law.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Housing Authority is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: INTENDED BENEFICIARIES

Agency and Housing Authority are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural disasters or

causes, or war, which is beyond that Party's reasonable control and unknown to the Parties at the time of execution of this Agreement. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Housing Authority after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: ASSIGNMENT AND SUCCESSORS IN INTEREST

Housing Authority may not assign or transfer its interest in this Agreement without the prior written consent of Agency. Any attempt by Housing Authority to assign or transfer its interest in this Agreement without such prior written consent by Agency will be void and of no force or effect. Agency's consent to Housing Authority's assignment or transfer of its interest in this Agreement will not relieve Housing Authority of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 28: SUBCONTRACTS

Housing Authority shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Housing Authority under this Agreement. Agency's consent to any subcontract will not relieve Housing Authority of any of its duties or obligations under this Agreement.

SECTION 29: TIME IS OF THE ESSENCE

Time is of the essence in the Parties' performance of their obligations under this Agreement.

SECTION 30: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 31: RECORDS MAINTENANCE AND ACCESS

Housing Authority shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Housing Authority shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Housing Authority, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Housing Authority's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Housing Authority, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Housing Authority acknowledges and agrees that the State of Oregon, including but not limited to its Secretary of State, Agency, the federal government (if applicable), and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Housing Authority shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Housing Authority shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 32: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 33: CONFIDENTIALITY

Housing Authority shall protect, and shall require and cause its subrecipients and vendors to protect, the confidentiality of all information concerning clients and other applicants for and recipient of services funded by this Agreement. Neither the Housing Authority nor its subrecipients or vendors shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant, or recipient of such services, or as required by law, including required disclosures under the Oregon Public Records Law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Housing Authority shall ensure, and shall require and cause its subrecipients and vendors to ensure, that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

SECTION 34: ELECTRONIC SIGNATURES

The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be

and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

[Signatures pages follow]

SECTION 35: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Oregon Housing and Community Services Department (OHCS)

OHCS Director or delegate Date

Agreement/Contract Administrator Date

Procurement Specialist Date

Housing Authority

Housing Authority of Clackamas County Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approved by Maria Di Miceli under OAR 137-045-0015(3) via email February 26, 2021
AAG Maria DiMiceli, Department of Justice Date

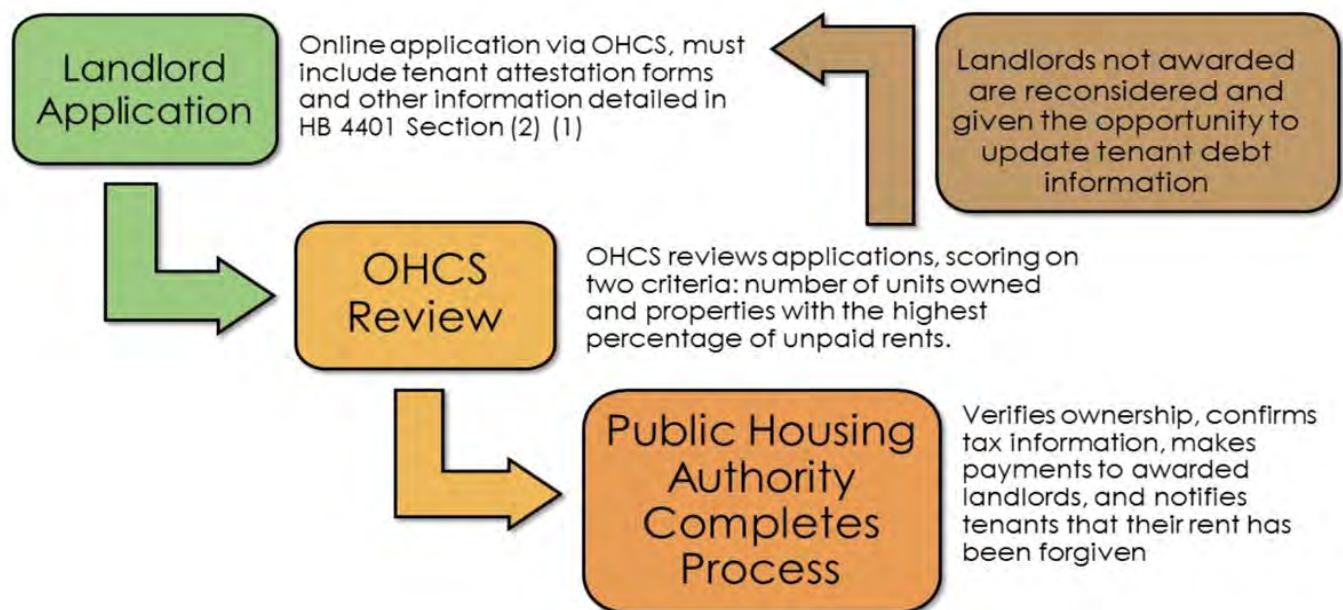
Landlord Rent Assistance Program

During a Special Session on December 21st, the Oregon Legislature enacted an eviction moratorium (until June 30, 2021) and established the **Landlord Compensation Fund (HB 4401)**. The Legislature allocated \$200 million in rent assistance to support tenants and landlords, which includes \$150 million for the Landlord Compensation Fund. HB 4401 provides distributions to residential landlords for 80 percent of unpaid rent not collected from qualified tenants after April 1, 2020.

The intention is for Housing Authorities across the state to work in partnership with OHCS to distribute funding to their local landlords, many of which Housing Authorities already have strong relationships with. The Housing Authority of Clackamas County intends to participate in this work and I'm seeking your guidance regarding informing the Housing Authority Board of this effort.

OHCS will be developing program materials in the coming weeks to **launch the Landlord Compensation Fund in late-January**. Attached is an image of what the program will look like for landlords interested in receiving compensation for unpaid rent during Covid.

I am a landlord interested in applying. What will the process look like?



DRAFT funding distribution formula (12/8/20)

At our request, OHCS worked with their research division to mock up an allocation formula to PHA areas as a starting point. It's based on a combination of factors emphasizing renters, housing burdened renters, loss of jobs to COVID. In their mock-up Salem and Marion HA are combined. Tribal Housing Authorities are not included in this version.

Agency	LLCF
Home Forward	23.70%
Housing Works	5.09%

Jackson	5.27%	
Josephine	1.86%	
Klamath	1.74%	
Lincoln	1.31%	
Linn Benton	4.88%	
Malheur	0.87%	
Marion	8.35%	
Mid Columbia	1.32%	
Northeast OR	1.05%	
Northwest OR	2.60%	
Umatilla	2.08%	
Washington	14.78%	
West Valley	1.78%	
Yamhill	2.12%	
HCS	9.62%	
Douglas	2.04%	
Coos, Curry, North Bend	1.77%	
Clackamas	7.75%	

March 18, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Subaward Agreement with the National Association of County & City Health Office (NACCHO) to receive the grant award for the Climate and Health Adaptations in Local Health Departments Project.

Purpose/Outcomes	This allows Clackamas County Public Health (CCPH), along with public health partners from Multnomah and Washington counties, to update the Regional Climate and Health Benchmark report, add a racial equity lens to the data collected, and develop a communication strategy plan for findings. With the increased occurrence of drought, extreme heat, flooding, and wildfires in Oregon, the need to enhance monitoring methods of observed health outcomes due to climate change is urgent.
Dollar Amount and Fiscal Impact	Contract is increased by \$17,000.
Funding Source	Grant Award from NACCHO - No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021 The Agreement covers the period of November 2, 2020 – June 30, 2021.
Previous Board Action	No Board previously actions
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This aligns with Public Health Division strategic goals by enhancing health surveillance and monitoring tools to advance health equity and add a climate change lens to work. 2. This project aligns with County's strategic priority to ensure safe, healthy, and secure communities, by providing data and messaging to support policy lens action areas related to equity, climate neutrality, and healthy and active lifestyles.
Counsel Review	County counsel has reviewed and approved this document on February 22, 2021 KR
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a grant.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10054

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Subaward Agreement with the National Association of County & City Health Officials (NACCHO) to receive the grant award for the Climate and Health Adaptations in Local Health Departments Project.

In fall of 2019, Multnomah, Washington, and Clackamas counties (tri-county) compiled the Regional Climate and Health Benchmark Report (RCHB Report), which identified and assessed twelve climate-related health indicators and data collection methodologies. This work was presented at the 2019 Northwest Climate Change Conference, used for climate change and health advocacy and presented to legislators in Salem, and showcased in the July 2020 CDC report, Preparing for the Regional Health Impacts of Climate Change in the United States.

With the increased occurrence of drought, extreme heat, flooding, and wildfires in Oregon, our need for additional public health assessment work is urgent. The most recent wildfires in Clackamas County underscore this urgency, displacing hundreds of residents and contributing to a regional smoke blanket creating hazardous air quality conditions.

Tri-county partners are seeking funds to update and build upon this work, add new indicators, strengthen statistical and racial analysis, and develop and implement a communication strategy on the data.

Project:

The update of the benchmark report and communication strategy are the primary project goals. Objectives for updating the benchmark report include: (A1) update the twelve existing indicators to monitor change from baselines established in 2019; (A2) identify, develop, and report mental health-related indicators; (A3) conduct statistical analysis on indicators to assess significance of differences between counties and within counties over time; and (A4) disaggregate data by race and other demographic variables to understand disparities and vulnerabilities.

Objectives for developing the communication strategy include: (B1) develop climate and health messaging based on report findings and best practice; (B2) identify and coordinate with other agencies to incorporate health messaging into their climate change and adaptation materials; and (B3) convene a climate, health, and equity session to share report findings.

This project reflects the continued collaborative efforts from each local public health authority in the tri-county region - Multnomah County Health Department (MCHD), Washington County Public Health (WCPH), and Clackamas County Public Health (CCPH). CCPH will act as the project lead and fiscal agent on behalf of the tri-county departments. MCHD and WCPH will contribute content matter expertise, advise on report development, and support data collection and communication strategy implementation as able.

This contract is effective upon signature and continues through June 30, 2021. The Agreement covers the period of November 2, 2020 – June 30, 2021.

Page 3 of 3
Staff Report
March 18, 2021
Agreement #10054

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Subaward Agreement with National Association of County & City Health Office (NACCHO) to receive the grant award for the Climate and Health Adaptations in Local Health Departments Project, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing, and Human Services

NACCHO AWARD # 2020-120802

SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW, 4th Fl., Washington, DC 20005, and **County of Clackamas acting by and through its Health, Housing and Human Services Department Public Health Division** (hereinafter referred to as "Subrecipient"), with its principal place of business at 2051 Kaen Rd. Suite 367 Oregon City, OR 97045.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT #5NU38OT000306-03-00, CFDA # 93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on November 2nd, 2020 and shall continue in effect until June 30th, 2021, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$17,000.00. Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.

Three invoices must be submitted as follows:

Invoice No.	Period of Performance	Due date
Invoice I	Nov. 2 nd , 2020 – Jan. 31 st , 2021	February 15 th , 2021

Invoice II	Feb, 1 st – April 30 th , 2021	May 15 th , 2021
Invoice III	May 1 st – June 30 th , 2021	July 15 th , 2021

NACCHO award number must be included on all invoices. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 27 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Subrecipient will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Subrecipient, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Subrecipient may not assign this

Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Subrecipient, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Subrecipient and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may

be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Subrecipient's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED SUBRECIPIENTS: Pursuant to 2 CFR 200 Subpart C, Subrecipient will execute no subcontract with parties listed on the General Services

Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.
20. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
22. REPORTING REQUIREMENTS: If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.
23. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
24. FUNDING RESTRECTION: None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

25. ASSISTANCE TO COMBAT HIV/AIDS: Pursuant to 22 U.S.C. 7631(f) By accepting this award, the subrecipient/subcontractor agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men and children.
26. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
27. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: Amy Chang
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4221
Fax (202) 783-1583
Email: achang@naccho.org

With a copy to:
National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR SUBRECIPIENT:

County of Clackamas acting by and through
its Health, Housing and Human Services
Department Public Health Division
Attn.: Armando Jimenez
Public Health Program Manager
2051 Kaen Rd. Suite 367
Oregon City, OR 97045
Tel. (503) 742-5928
Fax (503) 742-5352
Email: ajimenez@clackmas.us

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

SUBRECIPIENT:

By: _____

By: _____

Name: Jerome Chester

Name: Tootie Smith

Title: Chief Financial Officer

Title: Chair

Date: _____

Date: 3/18/2021 A.1

Federal Tax ID No.: 93-6002286

DUNS No.: 111796764

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
SUBRECIPIENT AGREEMENT – ATTACHMENT I**

SCOPE OF WORK

Climate and Health Adaptations in Local Health Department

Grantee Scope of Work

- Participate in a grantee program kick-off in November 2020. The call will introduce program contacts from National Association of County and City Health Officials (NACCHO), Centers for Disease Control and Prevention (CDC), grantees, and discuss program expectations and requirements.
- Participate in at least three (3) check-in calls with NACCHO and CDC. These calls are designed for grantees to share progress on the workplan, describe any challenges they may be facing, and to work with program staff to re-focus efforts as appropriate.
- Submit invoices by NACCHO deadlines:

Project Quarters	Date Ranges	Invoice Due
Invoice Period 1	11/2/2020-1/31/2021	2/15/2021
Invoice Period 2	2/1/2021-4/30/2021	5/15/2021
Invoice Period 3	5/1/2021-6/30/2021	7/15/2021

- Complete and submit progress reports prior to each of the check-in calls to NACCHO.
- Complete and submit a final report detailing your process and deliverables (e.g., climate change adaptation plan, integration of health into climate adaptation plan).
- Share your work and accomplishments made through the grant on NACCHO's Stories from the Field (<https://www.nacchostories.org/tell-your-story/>).
- Present about your work and accomplishments made through the grant on a NACCHO webinar.
- Complete all project deliverables by June 30, 2021.

Climate Change Demonstration Site

SCOPE OF WORK

Clackamas County Public Health Division, OR

Regional Climate and Health Benchmark Report Update

Assessing and monitoring population health status in relation to factors that influence health, like climate change, is the first of the ten essential functions of public health, and a necessary component of steps one and two of the BRACE framework. Developing new data sets on climate-related health impacts, and using that data to understand racial and health disparities, are key ways public health departments can support adaptation planning, climate change policy development, and community preparation for extreme weather events. In fall of 2019, Multnomah, Washington, and Clackamas counties (tri-county) published the Regional Climate and Health Benchmark Report (RCHB) (submitted with this application), which identified and assessed twelve climate-related health indicators and data collection methodologies. Tri-county partners are seeking \$24,000 to update and build upon this work, add new indicators, strengthen statistical and racial analysis, and develop and implement a communication strategy on the data.

This project will build off of learnings found while sharing the first RCHB report. While presenting findings from the 2019 report in webinars and local conferences, a common question that surfaced was what measures of conditions like “eco-anxiety” and other mental, emotional, and social impacts existed, indicating the need for more development in this area. In March of 2020, staff presented RCHB report findings to Oregon’s House Committee on Health Care during an informational meeting on the impacts of climate change on public health. This demonstrated the value of the report as an effective communication tool to policy makers, and highlights the need for a more strategic communication plan to accompany the data and reach more stakeholders.

The update of the benchmark report and development of the communication strategy are the primary project goals. Objectives for updating the benchmark report include: (A1) update the twelve existing indicators to monitor change from baselines established in 2019; (A2) identify, develop, and report mental health and social cohesion related indicators; (A3) conduct statistical analysis on indicators to assess significance of differences between counties and within counties over time; and (A4) disaggregate data by race and other demographic variables to understand disparities and vulnerabilities. The update will also include the provision of user-friendly methods and considerations for interpretation for each indicator to support other jurisdictions in adopting and implementing this work.

Objectives for developing the communication strategy include: (B1) develop climate and health messaging based on report findings and current best practice; (B2) identify and coordinate with

other agencies to incorporate health messaging into their climate change and adaptation materials; and (B3) convene a climate, health, and equity session to share report findings. Supporting and engaging community-based organizations representative of and that work with vulnerable groups in the development of messaging will be critical. This will ensure narrative and frames included are meaningful and relevant to the residents and key stakeholders and align with their beliefs and values. Communication materials will be made available in multiple language, low literacy, and visual formats. Agency disciplines to engage to share messaging include transportation and land use planning, health care, disaster response, forest management, elected officials, and human services. The climate, health, and equity session will leverage a virtual format, with time for breakout discussions and brainstorm around collaborative next steps to advance monitoring and communication.

This project reflects the continued collaborative efforts from each local public health authority in the tri-county region – Multnomah County Health Department (MCHD), Washington County Public Health (WCPH), and Clackamas County Public Health (CCPH). CCPH will act as the project lead and fiscal agent on behalf of the tri-county departments. MCHD and WCPH will contribute content matter expertise, advise on report development, and support data collection and communication strategy implementation as able. WCPH and CCPH are both PHAB-accredited health departments. While MCHD is not an accredited health department, they have in place foundational elements and content matter expertise that will support a successful project.

Climate Change Demonstration Sites

BUDGET NARRATIVE

Clackamas County Public Health Division, Or
November 2, 2020 – June 30, 2021

A. Personnel **Total: \$8,956.00**

Total = \$8,956 $((\$36.7 \times 52)/12) \times 7.0405\text{hrs/wk} \times 8\text{mos}$

Justification

Health and Transportation Impact Planner, Abe Moland, Clackamas County will coordinate the project, analyze and interpret data, synthesize findings and develop content for the report and communication strategy, and organize the dissemination event.

Staff from Multnomah and Washington Counties will contribute .1FTE total of program staff support. This in-kind work is to analyze and interpret data and synthesize findings into the report, as well as participation in the dissemination event.

A2. Fringe Benefits **Total: \$4,271.00**

Average per hour fringe benefit cost for the Health and Transportation Planner is \$17.5.

Total = \$4,271 $((\$17.5 \times 52)/12) \times 7.0405\text{ hrs/wk} \times 8\text{mos}$

B. Materials and Supplies **Total: \$900.00**

Data

Total = \$400

Event and engagement materials = \$500

Justification

Data budget includes purchasing updated Spatial Hazard and Event Losses Database for the United States (SHELDUS) data for the reporting period, as well as estimated funds for data for mental health-related indicators. Event and engagement funds will support printing and distribution of report and messaging outputs to workshop attendees in advance of the meeting. We have some degree of uncertainty with event costs because the format of communications materials is to be developed in project scope.

Project: Heat and Health Disease Burden Projections

Funding NACCHO

C. Other Direct Costs

Total: \$520.00

Total = \$520 (\$26.00 X 20hrs)

Justification

Translation Services for report executive summary and message bites. The hourly average cost for translation is \$26.00.

D. Indirect Costs

Total: \$2,352.49

The indirect rate for Clackamas County is 16.06% of direct costs.

Total = \$2,352 (direct costs (14,648) x 16.06%)

Grand Total: \$17,000.00

March 18, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express

Purpose/Outcomes	Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The maximum amount to be funded would be \$205,000. This funds will be used to pay for preventative maintenance and operations on the Mt Hood Express. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds- CARES Discretionary
Duration	Effective upon execution and terminates on June 30, 2023
Previous Board Action	202067-A2 Approval to Apply
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
County Counsel	Reviewed and approved on 2/23/21 by Andrew Naylor.
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10004

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and address needs such as personal protective equipment and cleaning supplies. Due to social distancing requirements, we are not currently able to meet the needs of our passengers, including sufficient capacity for requested rides. These funds will allow for additional capacity, as well as cover the costs of service and maintenance. Clackamas

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March 18, 2021

County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

No match is required for these funds. The grant lifecycle application form was approved by Nancy Bush, Director of Disaster Management, on 9/21/20. Agreement was reviewed and approved by Andrew Naylor, County Counsel, and 2/23/21.

Recommendation

We recommend the approval of this agreement, and the H3S Director; or designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted



Rodney A. Cook, Interim Director
Health, Housing and Human Services

AGREEMENTS/CONTRACTS

X New Agreement/Contract
Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Social Services**

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: ODOT, Rail and Public Transit Divison _____

**BOARD AGENDA ITEM
NUMBER/DATE:**

A.2

DATE: 10/01/2020 _____

PURPOSE OF

CONTRACT/AGREEMENT: Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service. These funds will address operating deficits in the Mt Hood Express transportaiton service by covering costs associated with the COVID crises such as service changes, lost revenue, and additional vehicle needs.

H3S CONTRACT NUMBER: 10004 _____

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **December 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$205,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$205,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. 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 Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

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

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be

liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

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

established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **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.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 34603

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name Tootie Smith
(printed)

Date 3/18/2021 A.2

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301-4179
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jason Kelly

Date 12/29/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 (NB) Clackamas County 34603				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$158,000.00	\$158,000.00	\$0.00	
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$21,000.00	\$21,000.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$10,000.00	\$10,000.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$16,000.00	\$16,000.00	\$0.00	
Sub Total	\$205,000.00	\$205,000.00	\$0.00	
Grand Total	\$205,000.00	\$205,000.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

The services provided under this Agreement are as follows:

Operations

This project is for operational support to fixed route and deviated fixed route services operated by Recipient between City of Sandy, Oregon and Timberline Lodge on Mount Hood, Oregon. The need for additional operations funds is due to revenue loss and increased costs of operating services due to COVID-19.

Award value: \$158,000.

Preventive Maintenance

This project provides funding for preventive maintenance on vehicles supporting fixed route and deviated fixed route operated by Recipient. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for fixed route and deviated fixed route services operated by Recipient between City of Sandy and Timberline Lodge on Mount Hood, Oregon.

Award value: \$21,000.

Personal Protective Equipment

This project provides funding for provision of personal protective equipment for fixed route and deviated fixed route services operated by Recipient between City of Sandy and Timberline Lodge on Mount Hood, Oregon.

Award value: \$10,000

Capital Equipment

This project provides funding for two mountable ski boxes supporting fixed route and deviated fixed route services operated by Recipient between City of Sandy and Timberline Lodge on Mount Hood.

Award value: \$16,000

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Recipient, if operating fixed route or deviated fixed route service, is responsible for maintaining accurate public GTFS data for the funded service.

Personal Protective Equipment Expenses

Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor,

services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service. Fare revenue includes all revenue generated by passenger or freight travel in or through Oregon, less contract ticket and freight agent commissions.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$205,000.00

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

**Summary of Federal Requirements and Incorporating by Reference
Annual List of Certifications and Assurances for FTA Grants and
Cooperative Agreements ("Certifications and Assurances") and Federal
Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



Richard Swift
Director

October 1, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply to Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express

Purpose/Outcomes	Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	Maximum amount to be funded would be \$211,000. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds- CARES Discretionary
Duration	Effective upon execution and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9767

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and address needs such as personal protective equipment and cleaning supplies. Due to social distancing requirements, we are not currently able to meet the needs of our passengers, including sufficient capacity for requested rides. These funds would allow for additional capacity, as well as cover the costs of service. Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

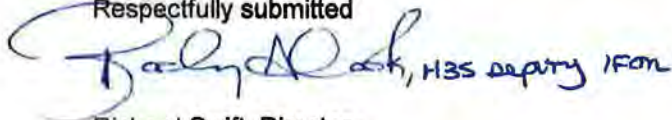
No match is required for these funds. The grant lifecycle application form was approved by Nancy Bush, Director of Disaster Management, on 9/21/20.

Page 2 – Staff Report: H3S #9767
June 25th, 2020

RECOMMENDATION:

Staff recommend recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted

A handwritten signature in blue ink that reads "Gary Walsh, H3S deputy for". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 5311 Needs-Based CARES Act Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person Initiating form): Teresa Christopherson
Requestor Contact Information: x5718 teresachr@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock Date: 8/11/2020

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: 20.509 (5311)
Announcement Date: 4/22/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Needs-Based CARES Act Max Award Value: \$211,000
Allows Indirect/Rate: N/A Match Requirement: No match required
Application Deadline: N/A Other Deadlines: _____
Grant Start Date: Upon signature Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Teresa Christopherson Program Income Requirement: None
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant support the Department and/or Division's Mission/Purpose/Goals?*

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, administrative leave, and supplies and equipment such as PPE.

2. *What, if any, are the community partners who might be better suited to perform this work?*

There are no other public transit providers in this area.

3. *What are the objectives of this grant? How will we meet these objectives?*

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue. As demand returns to normal COVID required social distancing measures will mean reduced capacity on each bus and the need to deploy more buses on normal routes to accommodate demand.

4. *Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

We have adequate staffing for this program.

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

3. *If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

N/A

4. *If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant?

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will continue to collect performance data to inform the operations and future of the public transit service.

3. What are the fiscal reporting requirements for this grant?

No changes from current reporting for the 5311 operations formula grant.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety and service measures.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A

Program Approval:

Teresa Christopherson

9/20/2020

Teresa Christopherson

Name (Typed/Printed)

Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

**** ATTACH ALL NECESSARY DOCUMENTS TO THE FUNDING AGENCY OFFICE FILE AND/OR EMAIL WITH THIS ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Brenda Durbin	9/21/2020	Brenda Durbin
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	RODNEY A. COOLEY, DEPT 9/21/2020	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook		Matt Westbrook 9/21/20
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

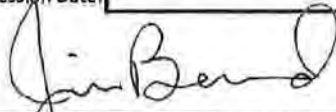
COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:



 County Administration Attestation

County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Supplemental Project Agreement
with Oregon Department of Transportation for the
SE Johnson Creek Blvd: 79th PI – 82nd Ave Project**

Purpose/Outcomes	The purpose of the agreement is to approve a Supplemental Project Agreement for the SE Johnson Creek Blvd: 79 th PI – 82 nd Ave Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$2,485,420 All Roads Transportation Safety (ARTS) funds: \$1,460,436 County Road Fund: up to \$162,641 County Community Road Fund: \$225,000 County Development Agency: \$562,033 Condition of Approval Permit: \$75,310
Funding Source	ARTS Funds, Community Road fund, Condition of Approval Permit, Clackamas County Development Agency, and County Road Funds.
Duration	Upon execution through end of calendar year 2024
Previous Board Action	06/21/18: BCC Authorization to Apply for All Roads Transportation Safety Program Funding. 3/09/21: BCC Discussion of approval of a Supplemental Project Agreement with Oregon Department of Transportation for the SE Johnson Creek Blvd: 79 th PI – 82 nd Ave Project.
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities" by adding a traffic signal, raised median curb, curb ramps and sidewalks thereby ensuring safer vehicle and pedestrian travel.
Counsel Review	Date of Counsel review: 02/23/21, NB
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Jonathan Hangartner, Civil Engineer 503-742-4649

BACKGROUND:

Clackamas County obtained an All Roads Transportation Safety (ARTS) grant from the Oregon Department of Transportation (ODOT) to implement safety improvements on SE Johnson Creek Blvd. from 79th Place to 82nd Avenue. A total of 43 crashes were reported at this location from 2011 through 2015 and the location is one of the highest-ranked Safety Priority Index System sites in Clackamas County. The safety improvements include adding sidewalks, ADA Ramps, a signal at the intersection of SE Johnson Creek Blvd and 79th Place, and constructing a raised

median curb in the roadway from 79th Place east that will restrict traffic turning to right-in, right-out from SE Johnson Creek Blvd to Fred Meyer.

The project's total estimated cost is \$2,485,420 with ARTS Grant Funding limited to \$1,460,436.40. The remaining funding contributions include County Road Fund (\$162,641), Community Road Fund (\$225,000), County Development Agency (\$562,033) and a Condition of Approval Permit (\$75,310).

The Supplemental Project Agreement commits both Clackamas County funding to fully fund the county's share of the Project and ODOT funding to fully fund the State's share of the Project. In the agreement, ODOT requires the County to guarantee the availability of funding at the time the agreement is signed in order to fully fund the County's share of the project. In the event ODOT audits the County to ensure the County is not in default under this provision, funding for other scheduled projects may need to be encumbered in order to remain in compliance with this agreement.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the SE Johnson Creek Blvd: 79th Pl – 82nd Ave Project as listed in the agreement.

Respectfully submitted,

Jonathan Hangartner

Jonathan Hangartner,
Civil Engineer

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 34401**

Project Name: SE Johnson Creek Blvd: 79th PI - 82nd Ave (Clackamas County)

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between **THE STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and **CLACKAMAS COUNTY** acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional area(s):
 - consultant selection (formal and informal processes)
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is conditionally certified in the following functional areas:
 - consultant selection (direct appoint process)
 - c. Agency is not currently seeking certification in the following functional area(s):
 - bridge design
 - d. The project described in this Agreement may be used as one of the required test projects described in Local Agency Certification Program Agreement that Certified Agency must perform in order to obtain full certification in the following functional area:
 - consultant selection direct appoint process
 - e. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

3. SE Johnson Creek Blvd: 79th PI - 82nd Ave are part of the Agency's street system under the jurisdiction and control of Agency.
4. The Project was selected as a part of the federal All Roads Transportation Safety (ARTS) Program and may include a combination of federal, state, and local funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the Johnson Creek Blvd: 79th PI. – 82nd Ave. (Clackamas County) project, hereinafter referred to as "Project." The Project will install new signalized intersection at Johnson Creek Blvd and 79th PI; construction of a median from 79th PI to west of 82nd Ave. creating a right-in, right-out movement at SE 80th Ave. and the Fred Meyer driveway, to increase safety at these locations. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$2,485,420, which is subject to change. Federal funds for this Project shall be limited to \$1,460,436.50. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 7.78 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the ODOT Regional Local Agency Liaison.
3. Federal funds under this Agreement are provided under Title 23, United States Code.
4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 92.22 percent. All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the Project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional

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allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 33.94 %. This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. As applicable to this Project, Agency shall perform the following functional area(s) in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - consultant selection (formal and informal processes)
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - Construction contract administration
 - b. Certified Agency agrees that if it hires a consultant for this Project using the direct appoint process, and this is the Agency's first time following the direct appoint process, the Project must be used as a test project. Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Agency's test project(s) or program documents identifies the need for corrective action.
11. Reserved.
12. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed

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outside the period of performance and scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

13. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
14. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
15. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
16. Reserved.
17. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
18. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
19. State and Agency Agree that the useful life of the Project is 20 (twenty) years.
20. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
21. **Americans with Disabilities Act Compliance:**
 - a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of the Local Agency Certification Program Agreement.
 - b. **ADA Design Standards and Construction Specifications, and Inspections:** Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the Standards section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related

design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:

- i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form. Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.
 - ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.
- c. **ADA Inspection Forms:** Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
- i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along the state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- e. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or

Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.

- f. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- h. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

22. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

23. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any

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and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

24. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
25. This Agreement may be terminated by mutual written consent of both Parties.
26. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
27. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
28. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in Terms of Agreement, 17-18, 21g-h, 23-24, 27-31 and 34, of this

Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

29. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
30. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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 the Agreement did not contain the particular term or provision held to be invalid.
31. Agency grants State or others designated by State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement. State grants Agency or others designated by Agency the right to enter onto State right of way for the performance of duties as set forth in this Agreement.
32. Each Party certifies and represents to the other that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of that Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind that Party.
33. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
34. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State or Agency to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
35. State's Regional Local Agency Liaison for this Agreement is Mahasti Hastings, Region 1 Local Agency Liaison, 123 NW Flanders Street, Portland, Oregon 97209, (503) 731-8595,

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Mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

36. Agency's Project Liaison for this Agreement is Jonathan Hangartner, Civil Engineer, 150 Beaver Creek Road, Oregon City, OR 97045, 971-804-2825, jhangartner@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #21636) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, acting by and through its elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Jonathan Hangartner, Civil Engineer
150 Beaver Creek Road
Oregon City, OR 97045
971-804-2825
jhangartner@co.clackamas.or.us

STATE OF OREGON, acting by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 1 Manager

Date _____

By _____
State Traffic Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State's Regional Local Agency Liaison:

Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Exhibit A – Project Location Map



EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Alice Bibler, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Alice.Bibler@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Alice Bibler
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Alice.Bibler@odot.state.or.us
Telephone: 503-986-3880

Agency/State
Agreement No. 34365

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Approval of Previous Business Meeting

Minutes:

March 4, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 4, 2021 - 10:00 AM

Virtual Meeting via Zoom and in Person

PRESENT: Chair Tootie Smith
Commissioner Sonya Fischer
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Mark Shull

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Sherry Hall joined for an update about the Mayor Election
~Board Discussion~

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

Nancy Bush gave update
~Board Discussion~

1. First Addendum to Board Order No. 2021-09 in the Matter of Declaring a Local State of Emergency and Declaring Emergency Measures

Commissioner Savas: "I move we approve the First Addendum to Board Order No. 2021-09 in the Matter of Declaring a Local State of Emergency and Declaring Emergency Measures"
Commissioner Shull: Second
the Clerk called the Poll
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: Aye
Commissioner Fischer: Aye.
Chair Smith: Aye –the motion carries 5-0.

~Board Discussion~

2. Approval of General Fund Dollars to Support the Voucher Debris Removal for Clackamas County Residents

~Board Discussion~

Commissioner Schrader: "I move for Approval of General Fund Dollars to Support the Voucher Debris Removal for Clackamas County Residents"
Commissioner Savas: Second
the Clerk called the Poll
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Shull: No
Commissioner Fischer: Aye.
Chair Smith: Aye –the motion carries 4-1.

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

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

A. Finance Department

1. Approval of a Board order Delegating Signing Authority of Grants up to \$150,000 to the County Administrator

B. Clackamas County Sheriff's Office

1. Approval of a Contract with Global Tel*Link Corporation for Inmate Telephone System, Video Visitation System and Other Equipment/Services. Cost will be \$36,580 and will be reimbursed by Global Tel*Link immediately

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Schrader: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Board will recess as the Board of County Commissioners and convene as the Water Environment Services Board for the next consent agenda.

II. WATER ENVIRONMENT SERVICES CONSENT

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

1. Approval of Contract between Water Environment Services and Stantec Consulting Services, Inc., for the Kellogg Creek Water Resource Recovery Facility Influent Pump 2 and 4 Replacement

Christina Terwilliger read consent agenda

Commissioner Shull: I move to approve the Consent Agenda

Commissioner Savas: Second

Chair asked for the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye –the motion carries 5-0.

The Board will adjourn as Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

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

In Person:

1. Les Poole – Gladstone – County Business – Volunteer as a partner for emergency response
2. Yvonne Lazarus – Clackamas County – County Business, policy session meeting and Commissioner Fischer.
3. Laurel Kimmell – South Clackamas County – Veterans Advisory Board Meeting
4. Rick Coufal – Beavercreek – Commissioner Shull, Disaster Management; Veterans Advisory Board and Committee

March 4th Business Meeting Registered Testimony

Spoke; Registered but not present

1. Lauren Courter - Clackamas County – Bull Run Water Filtration Project
2. Carol Bartha – Boring – Proposed Water Treatment Plant
3. Ken Bonn - Clackamas County – Commissioner Shull
4. Bill Wehr - Clackamas County – Public Policy. Commissioner Shull

5. Tom Civiletti – Oak Grove – Public Health and Safety
6. Tammy Stevens - Clackamas County – The Hamlet of Beaver Creek’s Monthly Report
7. Cris Waller – Milwaukie – Commissioner Shull
8. Miriam Reed – Lake Oswego – Covid Vaccine Access; Power outage

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

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Emergency Operations Center Disaster Management Signed by Gary Schmidt – 3-1-2021 Request for Ratification by the BCC At the 3-4-2021 Business meeting.	It is for Disaster Management, an intergovernmental agreement between the County and the Clackamas County Fairgrounds and Events Center to host a COVID-19 vaccine clinic. This a cooperative agreement and no funds are involved. The agreement lasts from today until March 5, 2021.

Commissioner Savas “I move to Ratify this item”
 Commissioner Shull: Second
 Chair asked for the Clerk called the Poll
 Commissioner Fischer: Aye.
 Commissioner Savas: Aye.
 Commissioner Schrader: Aye.
 Commissioner Shull: Aye.
 Chair Smith: Aye –the motion carries 5-0.

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

PS, SF, MS, Shull, TS

Adjourned 12:02 PM



Nancy Bush

Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

March 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment #1 to the Personal Services Agreement with
Advantage Nurse Staffing of Oregon, Inc. to Provide
On-Call Temporary Medical Staffing Services to Respond to the COVID-19 Pandemic**

Purpose/Outcome	Add funding to the current Agreement
Dollar Amount and Fiscal Impact	Amendment #1 increases the value by \$1,000,000, bringing the maximum contract value to \$2,000,000.
Funding Source	Funds are reimbursed from Public Health CARES
Duration	Amendment #1 is effective upon signature and expires on 12/31/2021
Previous Board Action/Review	The Board previously approved this Agreement on January 5, 2021, Agenda item 010521-VI. 1
Strategic Plan Alignment	1. Sustaining Public Health and Wellness. 2. Keep vulnerable residents safe and healthy.
Counsel Review	Counsel approval 03/09/21 by AN
Procurement Review	Was the item process through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Contact Person	Philip Mason-Joyner , 503-742-5956 or Jeanne Weber x5350
Contract No.	3607-01

Background:

In order for the County to respond to the COVID-19 pandemic, the Public Health and the Health Centers Divisions of Health Housing and Human Services needed to quickly contract with firms to provide registered nurses to conduct contact tracing and to potentially provide clinical services. The original contracts were authorized under the emergency declaration issued by the Board. As the COVID-19 pandemic has not subsided, the department needed to establish longer term contracts for services to ensure continuity of services and allow for rapid expansion of services as needed. The department worked with Procurement to issue a Request for Proposals Process to retain three firms for on-call services. Reimbursement for these expenses has been covered by Federal CARES Act funds. Funding is now provided through State CARES program.

Amendment #1 adds \$1,000,000, bringing the maximum contract value to \$2,000,000. The COVID pandemic has not subsided and we are adding vaccine services, which require additional staffing. The other 2 awarded contracts from the RFP have been non-responsive to requests.

Page 2 Staff Report

March 18, 2021

Advantage Nurse Staffing of Oregon, Inc. - Agreement #3607-01

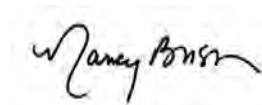
Procurement Process:

On September 30, 2020, Procurement published a RFP #2020-80 for Temporary Medical Staffing Services in accordance with LCRB C-047-0260. Proposals were received from thirty (30) firms. An evaluation team with representatives from Public Health and Health Centers evaluated the proposals and recommended an award of three (3) contracts to the highest scoring firms. The recommendation to award to three firms was based on the need to have sufficient access to nurses and certified medical assistants to respond to the COVID-19 pandemic. The Notice of Intent to Award was issued on December 1, 2020 and no protests were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Advantage Nurse Staffing of Oregon, Inc. Amendment #1 for On-Call Temporary Medical Staffing Services.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive style with a large initial "N".

Nancy Bush
Deputy Director

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH ADVANTAGE NURSE STAFFING OF OREGON, INC.
FOR TEMPORARY NURSE STAFFING.
Contract #3607**

This Amendment #1 is entered into between Advantage Nurse Staffing of Oregon, Inc. (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **December 29, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:

County is authorizing an additional One Million Dollars (\$1,000,000.00) as compensation for Contractor to continue to perform the Work under the Contract. Following execution of this Amendment #1, the total not to exceed amount authorized under the Contract is Two Million Dollars (\$2,000,000.00).

ORIGINAL CONTRACT	\$ 1,000,000.00
AMENDMENT #1	\$ 1,000,000.00
TOTAL AMENDED CONTRACT	\$ 2,000,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

ADVANTAGE NURSE STAFFING OF OREGON, INC. CLACKAMAS COUNTY

By: Richard B. Evans, VP/COO
Name and Title

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Date

Street Address
Portland, OR 97204
City/State/Zip

503-673-0304 /
Phone / Fax

Signing on Behalf of the Board:

Gary Schmidt, County Administrator
Tootie Smith, Chair to the Board

Date



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

March 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 2 to a Personal Services Agreement with
Robert Half, Inc. temporary administrative staff.

Purpose/Outcomes	This Agreement is for hiring temporary administrative staff on an as needed bases. Amendment #2 is to increase the contract value.
Dollar Amount and Fiscal Impact	Increase contract by \$150,000. Bringing the maximum contract value to \$300,000.
Funding Source	OHA CARES No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board previously viewed this item on December 03, 2020, Agenda item 120320-A8.
Strategic Plan Alignment	1. Efficient and Effective Services 2. Ensure safe, healthy and secure communities.
Counsel Review	County counsel has reviewed and approved this document on March 8, 2021 AN
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an amendment to an existing Agreement.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9844-02

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment # 2 to a Personal Services Agreement with Robert Half, Inc. for temporary administrative staff.

We utilize temporary staff to fill our administrative vacancies when the Mandatory Qualified Rehabilitation Facilities (QRF) providers are not able to meet our business needs. This is so we can continue to provide essential client services. Additional staff has been brought on to support COVID emergency response activities. Amendment #2 allows us to maintain the continuity of services for COVID emergency response. An RFP process has been initiated and is anticipated to be completed by June 2021.

Amendment # 2 increases Agreement by \$150,000, bringing the maximum value of this contract to \$300,000. This amendment is effective upon signature and will terminate on June 30, 2021.

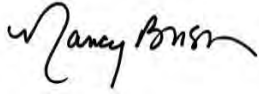
Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment #2 to the Personal Services Agreement with Robert Half International, Inc. for temporary administrative staff, to complete the transaction, authorize the Procurement Office to execute any other needed instruments and purchase orders in order to complete the term.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush,
Disaster Management



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract # 9844**

This Personal Services Contract (this "Contract") is entered into between Robert Half International Inc. doing business through its divisions Accountemps and OfficeTeam ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County", "you" or "your") on behalf of Health, Housing and Human Services Department, Public Health Division.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2021.
2. **Scope of Work.** Contractor shall provide the following personal services: Temporary staffing by assigning candidates ("Assigned Individual" or "professional") to perform services ("Work"), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed fifty thousand dollars (\$50,000) ("Not-to-Exceed Amount"), for accomplishing the Work required by this Contract. Consideration rates are on fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.**

Invoices shall reference the above Contract Number and be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 9844 in the subject of the e-mail.

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.
7. **Contractor and County Contacts.**

Contractor	County
Administrator: Jill Obi Phone: (503) 244-9335 Email: jill.obi@officeteam.com	Administrator: Sherry Olson Phone: 503-742-5342 Email: SOlson4@clackamas.us

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract, unless otherwise protected by law, for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be directly caused by, or directly results from, any negligent act or omission of Contractor, its subcontractors, agents, or employees while performing Work under this Contract. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of damage or injuries to persons or property caused by the negligent acts or omissions of the

Contractor or the Contractor's employees, subcontractors, or agents. Notwithstanding anything to the contrary in this Contract, Contractor shall not be liable for, or have any duty of indemnification with respect to any negligent acts or omissions of County, and its officers, elected officials, agents and employees. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office, which shall not be unreasonably withheld or delayed. County may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any cancellation should be submitted to the following address: Public Health Division, 2051 Kaen Road, Oregon City, OR 97045 or PublicHealthContract@clackamas.us

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – if driving is integral to the position, Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract 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 law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in

accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Public Health Division, 2051 Kaen Road, Oregon City, OR 97045, or PublicHealthContract@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. All notices to Contractor shall be with a copy to Robert Half International Inc., 2613 Camino Ramon, San Ramon, CA 94583, Attention: Client Contracts Dept.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or

denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
18. **TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all applicable tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318 as applicable. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
19. **TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by either party (i) for convenience upon thirty (30) days written notice to the other party, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
20. **REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
21. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
22. **TIME IS OF THE ESSENCE.** Contractor shall perform searches pursuant to the best practices in the industry and will use commercially reasonable efforts to refer candidates to County.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing background checks as listed in Section 29 of this Contract.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions in the event any Personal Information is possessed, received, or used at Contractor's own premises or upon its electronic systems.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

- 29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** To the extent permitted by applicable law, Contractor will have a third party vendor (a) perform a Social Security Number verification; (b) perform a seven-year criminal background investigation for all (i) state felony convictions and pending charges, and (ii) state misdemeanor convictions and pending charges involving crimes of dishonesty or violence, in each county where Assigned Individual has resided or worked in the U.S. in the last seven years as stated on his or her application; however, where such criminal background investigation is either impracticable, unavailable or would result in a delay of assignment (as determined by the third party vendor), the third party vendor will endeavor to complete a seven-year statewide criminal background investigation, if available; and (c) perform a seven-year criminal background investigation

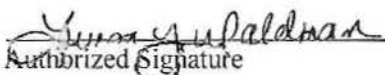
by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. County understands and agrees that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If County requests a copy of the results of any checks conducted on Contractor's Assigned Individuals, County agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. Contractor shall be required to have criminal background checks performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

- 30. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
31. Hourly rates for all assignments will be agreed on a case-by-case basis.
32. County shall supervise Assigned Individuals providing services to County. County shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual. County may request that Contractor permit its Assigned Individuals to provide services to County remotely (i.e., from a location other than County's offices) using County's or Contractor's laptop and/or other computer or telecommunications equipment (the "Equipment"). County acknowledges and agrees that Contractor shall have no control over (i) the logical or physical performance, reliability or security of the Equipment or related devices, network accessibility and availability, software and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. County shall not permit Assigned Individual to (i) use Contractor equipment while on the premises of County or County's customer, or (ii) save or store any of County's files or other County data on Contractor's Equipment nor on any software, services or tools provided by Contractor (including, but not limited to, any virtual desktop infrastructure or Microsoft Office 365 solution). County agrees that Contractor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.
33. It is understood that County has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to County's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on County's premises.

- 34. Both parties agree that the following sentence of the "Limitation of Liability" section under Exhibit A is hereby deleted in its entirety: "Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim)."
- 35. Contractor shall comply with all applicable laws and regulations under Exhibit B to the extent it applies to Contractor providing temporary staffing services under this Contract.
- 36. This Contract is only applicable to, and the only Robert Half International Inc. branch and division(s) obligated under this Contract are, the Accountemps and OfficeTeam division(s) of the branch office located at 10220 SW Greenburg Rd., Suite 535, Portland, OR 97223.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Robert Half International Inc.


Authorized Signature 9/9/2020
Date

Louisa Waldman
Name / Title (Printed)

058341-89
Oregon Business Registry #

Entity Type / State of Formation

Clackamas County


Richard Swift 9.10.20
Date

Approved as to Form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2020.09.09 16:46:26 -07'00'
County Counsel Date

**EXHIBIT A
 PERSONAL SERVICES CONTRACT
 SCOPE OF WORK**

SCOPE OF WORK

The County Contract administrator for this Contract is: Sherry Olson,

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Accountemps*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Assignment	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment. You shall not permit our professional to perform services remotely (e.g., on premises other than your or your customer's premises), or using computers or other electronic devices, software or network equipment owned or licensed by our professional.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p>
Client's Responsibility	<p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Accountemps</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings only if they are described in a signed, written amendment to these General Conditions of Assignment.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. Under no circumstances will you permit our professional to have contact with minors or with adults with reduced mental capacity. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: Job Order #

Date:

CONSIDERATION

A.

TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of Functional Role is Candidate Name. The assignment will start on . As agreed or otherwise communicated, we will invoice your firm at the rate of per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer. The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.
Employment Taxes and Withholdings	<i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
General Conditions	<i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies. Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.

Job Order: Job Order #

Date:

B. Buy-Out Fee:

1. The Buy-Out fees shall supersede the "Hiring the Person Referred to You" in section A. Should the County Hire the person on assignment as a permanent employee the by-out fee will be based on the following sliding scale:

Length of Assignment	Fee
0-160 hours	25% of annual starting salary
161-320 hours	20% of annual starting salary
321-480 hours	15% of annual starting salary
481-640 hours	10% of annual starting salary
641+	No fee

C. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit invoices weekly. The invoice shall list the contract # 8867, dates of service, number of hours billed and the total amount due for all service provided during the period. Invoices shall be submitted to:

Clackamas County Public Health Division Attn: Accounts Payable
2051 Kaen Road, # 367 Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 8867 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice by signing the weekly time sheet submitted by CONTRACTOR's employee, COUNTY shall pay the amount requested to CONTRACTOR.

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means Robert Half International Inc. doing business through its divisions Accountemps and OfficeTeam, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply

with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers 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.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. **Record Retention.** Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor

acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. **DHS Seal, Logo, and Flags:** Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government:** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. **Procurement of Recovered Materials (Reference 2 CFR 200.322):** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

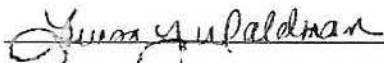
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all 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.

The Contractor, NAME, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Louisa Waldman / Regional Vice President

Name and Title of Contractor's Authorized Official

9/9/2020

Date

Contract Amendment Health, Housing and Human Services Department

H3S Contract Number 9844 Board Agenda Number _____

and Date _____

Division Public Health Amendment No. 02

Contractor Robert Half International, Inc.

Amendment Requested By Philip Joyner-Mason

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #2 is entered into between **Robert Half International, Inc.** ("Contractor") and Clackamas County, a political subdivision of the State of Oregon ("County") and shall become part of the contract documents entered into between both parties on **September 10, 2020** ("Contract"). County is in the process of issuing a request for proposals ("RFP") for additional staffing services. However, County needs to ensure continuity of services during the pendency of the RFP process. As a result, this Amendment #2 increases the Contract value by \$150,000, bringing the total contract maximum to \$300,000. This Amendment #2 is effective **upon signature** and continues through **June 30, 2021**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed ***one hundred fifty thousand dollars (\$150,000)*** ("Not-to-Exceed Amount"), for accomplishing the Work required by this Contract. Consideration rates are on fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

TO READ:

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed ***three hundred thousand dollars (\$300,000)*** ("Not-to-Exceed Amount"), for accomplishing the Work required by this Contract. Consideration rates are on fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

Signature on next page

ROBERT HALF INTERNATIONAL, INC.
Personal Services Agreement – Amendment #02
Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized officers.

ROBERT HALF INTERNATIONAL, INC.

By: DocuSigned by:
Louisa Waldman

Louisa Waldman, Regional Vice President

3/9/2021

Date

3/9/2021

Street Address
222 SW Columbia Street Suite 1100

City/State/Zip
Portland, OR 97201 Phone 503-223-0120

Phone / Fax

CLACKAMAS COUNTY

- Commissioner: Tootie Smith, Chair
- Commissioner: Sonya Fischer
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Mark Shull

Signing on Behalf of the Board:

Gary Schmidt, County Administrator

Tootie Smith, Chair

Date